



GEORGIA  
BANKING  
COMPANY

# WELCOME GUIDE

FOR CUSTOMERS OF GEORGIA PRIMARY BANK







## WELCOME TO GEORGIA BANKING COMPANY!

Our local bankers are dedicated to providing exceptional customer service and ensuring a smooth transition for you.



### PHONE

866.711.4530



### EMAIL

CustomerCare@GeorgiaBanking.com



### IN PERSON

Visit any of our branches

## CUSTOMER CARE CENTER

Monday - Friday, 8:00 am - 5:00 pm

**NOTE: ALL TIMES PRESENTED IN THIS DOCUMENT ARE IN EST**



# WHO WE ARE & WHY WE ARE HERE

*Georgia Banking Company is proud to serve the Metro Atlanta area with a focus on relationship banking. Our veteran bankers are committed to cultivating, supporting, and helping businesses prosper. We offer expertise, access, and exceptional customer service.*

## Welcome to Georgia Banking Company - Your Bank of Choice!

The merger between Georgia Primary Bank and Georgia Banking Company is more than a name change. It marks the beginning of a new chapter grounded in shared values—a deep commitment to community, exceptional service, and helping people and businesses thrive.

Georgia Primary Bank has built something truly special. We're honored to welcome their talented bankers to the Georgia Banking Company team and excited to carry forward their legacy of service, trusted relationships and local expertise.



On September 15, 2025, your accounts will transition to Georgia Banking Company. You'll gain access to expanded services, innovative technology, and a broader branch network—all designed to make banking easier, more secure, and more personal. You will start to see new signage and branding as part of the transition. The heart of your banking relationship, however, remains the same—people who know you and are committed to your success.

At Georgia Banking Company, our vision is to be the Bank of Choice. That means delivering an exceptional experience at every touch point and working every day to help our communities grow stronger. Your success is our mission, and we're honored to serve you.



Bartow Morgan Jr.,  
Chief Executive Officer, Georgia Banking Company

**RANKED  
#1** FOR CUSTOMER  
EXPERIENCE\*

\*Based on CSP data collected from financial institutions in the \$1 - \$5 billion asset class during 2024.



**\$2.43  
BILLION**  
TOTAL ASSETS

**200+**   
TEAM MEMBERS

**9 LOCATIONS**  
IN 7 CITIES IN GEORGIA



**THIRD**  
IN DEPOSIT  
MARKET SHARE  
among banks headquartered  
in the Atlanta MSA







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**FOR ADDITIONAL RESOURCES:**

Visit [georgiabanking.com/welcome-georgia-primary-bank](https://georgiabanking.com/welcome-georgia-primary-bank)  
or scan the QR code to the right





# LOCATIONS



## 1. ALPHARETTA

5225 Windward Parkway | Alpharetta, GA 30004

### LOBBY HOURS

Mon – Fri (9:00 am – 4:00 pm)

### DRIVE THRU HOURS

Mon – Fri (8:00 am – 5:00 pm)



## 2. BUCKHEAD

1776 Peachtree Street NW, Suite 150  
Atlanta, GA 30309

### LOBBY HOURS

Mon – Fri (9:00 am – 4:00 pm)

### WALK UP VTM HOURS\*

Mon – Fri (8:00 am – 5:00 pm)



## 3. CHASTAIN

3880 Roswell Road, NE | Atlanta, GA 30342

### LOBBY HOURS

Mon – Fri (9:00 am – 4:00 pm)

### DRIVE THRU HOURS

Mon – Fri (9:00 am – 4:00 pm)



## 4. CUMMING

6080 Bethelview Road | Cumming, GA 30040

### LOBBY HOURS

Mon – Fri (9:00 am – 4:00 pm)

### DRIVE THRU HOURS

Mon – Fri (8:00 am – 5:00 pm)



## 5. DULUTH

6340 Sugarloaf Parkway, Suite 100  
Duluth, GA 30097

### LOBBY HOURS

Mon – Fri (9:00 am – 4:00 pm)

### DRIVE THRU HOURS

Mon – Fri (8:00 am – 5:00 pm)



## 6. GARDEN HILLS

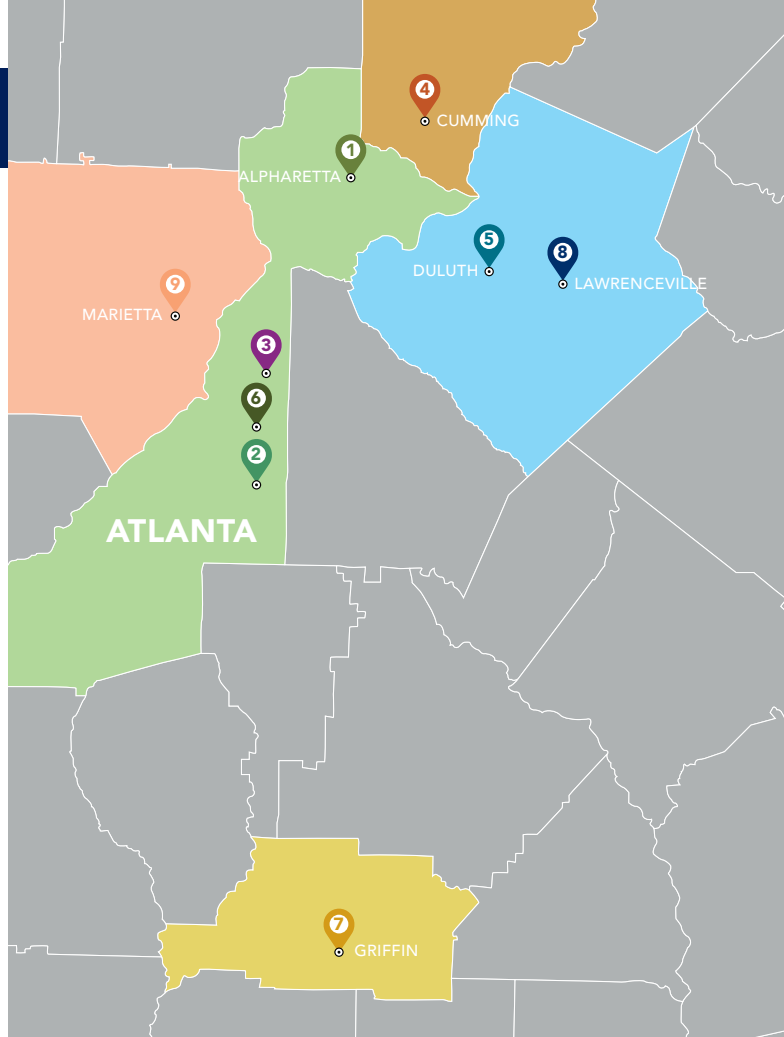
2827 Peachtree Road NE | Atlanta, GA 30305

### LOBBY HOURS

Mon – Fri (9:00 am – 4:00 pm)

### DRIVE THRU HOURS

Mon – Fri (8:00 am – 5:00 pm)



## 7. GRIFFIN

1624 North Expressway | Griffin, GA 30223

### LOBBY HOURS

Mon – Fri (9:00 am – 4:00 pm)

### DRIVE THRU HOURS

Mon – Fri (9:00 am – 4:00 pm)



## 8. LAWRENCEVILLE

690 Collins Hill Road | Lawrenceville, GA 30046

### LOBBY HOURS

Mon – Fri (9:00 am – 4:00 pm)

### DRIVE THRU HOURS

Mon – Fri (8:00 am – 5:00 pm)



## 9. MARIETTA

4895 Lower Roswell Road | Marietta, GA 30068

### LOBBY HOURS

Mon – Fri (9:00 am – 4:00 pm)

### DRIVE THRU HOURS

Mon – Fri (8:00 am – 5:00 pm)

\*Virtual Teller Machine



# IMPORTANT INFORMATION

On **September 15, 2025**, your digital banking services will move to [georgiabanking.com](https://georgiabanking.com). Please review the following dates and action items you need to complete to avoid a disruption in service.

**PLEASE VERIFY YOUR CONTACT INFORMATION IS CORRECT WITH GEORGIA PRIMARY BANK WITH YOUR LOCAL BRANCH.**

## GEORGIA BANKING COMPANY PERSONAL DIGITAL BANKING & BILL PAY

- Bill Pay with your Georgia Primary Bank Online Banking will be discontinued on **September 7, 2025**, at 4:00 pm.
- Georgia Primary Bank Online Banking personal accounts will no longer be available beginning at 4:00 pm on **September 12, 2025**.
- Georgia Banking Company Digital Banking & Bill Pay for personal accounts will be available at 9:00 am on **September 15, 2025**.
- Your Georgia Primary Bank Online Banking username will carry over to your Georgia Banking Company Digital Banking.

## GEORGIA BANKING COMPANY BUSINESS DIGITAL BANKING & BILL PAY

- Bill Pay with your Georgia Primary Bank Online Banking will be discontinued on **September 7, 2025**, at 4:00 pm.
- Georgia Primary Bank Online Banking business accounts will no longer be available beginning at 4:00 pm on **September 12, 2025**.
- Georgia Banking Company Digital Banking & Bill Pay for business accounts will be available at 9:00 am on **September 15, 2025**.
- An Advanced Preview Site will be available to Georgia Banking Company Business Digital Banking customers starting **August 27, 2025** through **September 10, 2025**. See page 11 for more details.

## ACCOUNT NUMBERS

Your account number(s) will not change.

## ACCOUNT STATEMENTS

- **September 10, 2025** – Print and save any Georgia Primary Bank eStatements.
- **September 12, 2025** – Your last Georgia Primary Bank account statement will be mailed to you. Interest will be paid on interest-bearing checking, money market, and savings accounts through **September 14, 2025**.
- Georgia Banking Company personal and business account statements will be mailed at month end. Account Analysis statements will continue to be distributed mid-month.
- No disruption to eStatements will occur to customers that are currently enrolled.
- Contact your support team at **866.711.4530**:
  - Business Clients choose Option 3 or email [TreasurySolutions@GeorgiaBanking.com](mailto:TreasurySolutions@GeorgiaBanking.com)
  - Personal Clients may call in at 866.711.4530 or email [CustomerCare@GeorgiaBanking.com](mailto:CustomerCare@GeorgiaBanking.com)





## DEBIT CARDS

Your new Georgia Banking Company MasterCard® Debit Card should be arriving around the beginning of September. Your Georgia Primary Bank card will be active through **September 14, 2025**. Do not destroy your Georgia Primary Bank Debit Card before **September 15, 2025**.

- For the security of your account, a temporary PIN will be mailed to you separately for your new Georgia Banking Company Mastercard® Debit Card.
- After receiving your new Georgia Banking Company Mastercard® Debit Card and PIN, you can activate using the activation instructions included with your new card.
- **PLEASE NOTE:** If you have not received your new Georgia Banking Company Mastercard® Debit Card by **September 8, 2025**, please call 866.711.4530.
- Begin updating any recurring charges associated with your old Georgia Primary Bank Debit Card to your new Georgia Banking Company Mastercard® Debit Card number on **September 15, 2025**.
- Debit card limits may be affected from **September 12 - 15, 2025**, so please have another form of payment available.
- On **September 15, 2025** the following debit card limits will take effect:
  - Consumer and business daily limits of \$1,010 for ATM withdrawals
  - Consumer point-of-sale transactions \$2,500
  - Business point-of-sale transactions \$5,000
  - Begin reporting lost or stolen debit cards
    - o Business Hours: 866.711.4530
    - o After Hours: 800.500.1044



## CHECKS

- Continue using your Georgia Primary Bank checks until your next check order.
- Your information will convert to Georgia Banking Company when you place your first check order with our preferred provider, Main Street.
- **August 29, 2025 – September 12, 2025:** Please order checks by calling or visiting your local Georgia Primary Bank branch location.

## DIRECT DEPOSIT/ACH

- Your recurring direct deposits or direct debits will not be interrupted.

## ATMS

- Beginning **September 15, 2025**, you may use all Georgia Banking Company ATMs as well as over 1,300 Publix Presto! locations to access your funds with no usage fee.
- Starting **September 12, 2025**, balance inquiries using your Georgia Primary Bank Debit Cards will no longer be available.

## CHECKLISTS AVAILABLE

For your convenience, we are including checklists for both business and consumer clients on pages 12 and 14.



# TREASURY SOLUTIONS

Treasury management doesn't have to be complicated. Save time with comprehensive solutions that streamline day-to-day cash management so you can get back to managing your business.



## TREASURY MASTER AGREEMENT

Scan QR Code to left to view agreement details

### PROCESSING CUT-OFF TIMES

PRODUCT	GEORGIA PRIMARY BANK (existing)	GEORGIA BANKING COMPANY (new)
ACH	4:00 pm	6:00 pm
ACH Positive Pay Decisioning	N/A	3:00 pm
Mobile Deposit	4:30 pm	5:00 pm
Positive Pay Decisioning	12:00 pm	3:00 pm
Remote Deposit Capture	5:30 pm	6:00 pm
Same Day ACH	N/A	3:00 pm
Wires	3:00 pm	4:30 pm

### BUSINESS ACCOUNTS: GEORGIA PRIMARY BANK TO GEORGIA BANKING COMPANY

If you currently have:	Your new Georgia Banking Company account will be:	Highlights of your new features are:
Commercial Checking	Georgia Banking Company Commercial Analysis	<ul style="list-style-type: none"><li>• Combine balances across multiple accounts to offset fees with an earnings credit</li></ul>
Business Checking	Business Essential*	<ul style="list-style-type: none"><li>• Minimum Average Balance of \$1,000 to offset \$20 Monthly Service Charge</li><li>• 150 transactions included at no charge per statement period; \$0.30 per transaction after</li></ul>
Business Checking	Business Advantage*	<ul style="list-style-type: none"><li>• Offset \$50 Monthly Service Charge with a Minimum Average Balance of \$35,000</li><li>• 300 transactions included at no charge per statement period; \$0.30 per transaction after</li><li>• Customers using Remote Deposit Capture Service can waive fee if average balance is maintained</li></ul>
IOLTA	GBC IOLTA	<ul style="list-style-type: none"><li>• No monthly service charge</li><li>• No minimum balance requirements</li><li>• Unlimited monthly transactions</li></ul>
Commercial MMD	Commercial Money Market	<ul style="list-style-type: none"><li>• Competitive tiered rates</li><li>• Avoid \$20 monthly maintenance fee by maintaining a \$10,000 minimum daily balance</li></ul>

Above Georgia Banking Company accounts include: eStatements, GBC Business Direct Online Banking with Bill Pay, Mobile Banking, Quickbooks WebConnect, Remote Deposit Capture Scanner Accessibility, and Online and Branch Wires available.

For more information on the suite of products and services Georgia Banking Company offers, visit us at: [georgiabanking.com/business-checking](https://georgiabanking.com/business-checking)

\* Includes Georgia Banking Company business debit card



QUICKBOOKS INTEGRATION

- **WebConnect**  
Reestablish connection with Georgia Banking Company.
- **Direct Connect**  
Reestablish connection with Georgia Banking Company. This may take up to three days to reconnect.

REMOTE DEPOSIT

- **TO AVOID DISRUPTION OF YOUR REMOTE DEPOSIT SERVICE, NEW SCANNER DRIVERS MUST BE INSTALLED.**
- Business clients who use Remote Deposit Capture Scanners will be receiving calls from designated Treasury Sales Officers to schedule installation by the end of September.

BUSINESS DIRECT ONLINE BANKING

In addition to the Advance Preview Period, there will also be an opportunity to join a training session at your convenience. Listed below are scheduled dates and times for training on Georgia Banking Company's Business Direct Online Banking (Business Direct).

DATE	LENGTH	TOPIC	FEATURES COVERED
9/3/2025 12:00 pm	60 Minutes	Business Direct Online Banking Overview Session One	Administration, Information Reporting, Book Transfer, Stop Payments, Out of Ban Authentication, Mobile, Quickbooks integration
9/10/2025 12:00 pm	60 Minutes	Business Direct Online Banking Overview Session Two	- Origination, Templates, Approvals, Reporting - Issue File Loading, Exception Processing & ACH Positive Pay



**ENROLL IN TRAINING SESSIONS**  
*Scan QR Code to left to register for both sessions.*



## GEORGIA BANKING COMPANY'S BUSINESS DIRECT ONLINE BANKING REQUIRED ACTIONS

August 27, 2025 - September 10, 2025

1. Access to our Advanced Preview Site will allow you to prepare for migration. Login information will be emailed the week of August 25, 2025. The Advanced Preview Site will be available to Administrators beginning at 9:00 am on August 27, 2025 and will be available until 5:00 pm on September 10, 2025.
2. Set up Administrator's permissions.
3. Review Templates for ACH and Wire Transfers.
4. Schedule training session(s) by scanning the QR Code on page 10.

### Prior to September 12, 2025 before 4:00 pm

1. Print your current transaction history if you need it prior to receiving your interim bank statement.
2. Print or download any transaction history including ACH, wire and transfer history you might need for reference purposes.
3. Print or save eStatements via Georgia Primary Bank Business Online Banking **prior to September 12, 2025 at 4:00 pm.**
4. Access to eStatements will no longer be available on Georgia Primary Bank Business Online Banking after 4:00 pm on September 12, 2025.
5. 45 days of Georgia Primary Bank transaction history will be available for viewing in your new Georgia Banking Company's Business Direct Online Banking.
6. Be sure to print and save your ACH and wire transfer details from Georgia Primary Bank Business Online Banking before 4:00 pm on September 12, 2025.
7. Ensure that you reestablish your Bill Pay Payees after September 15, 2025 on the Georgia Banking Company Bill Pay system.
8. On September 15, 2025, reestablish any scheduled transactions in Georgia Banking Company's Business Direct Online Banking. These would include: ACH, Bill Pay, Internal Transfers, and Wires.
9. Remote Deposit Capture clients only: You will be contacted by Treasury Solutions to download and install new Remote Deposit Capture software.
10. Download the Georgia Banking Company app on your mobile device by September 15, 2025. You must login to Georgia Banking Company Business Direct Online Banking before downloading and using the Georgia Banking Company app. Using the app, you may deposit checks up to \$5,000 daily.



[APPLE]

**SCAN TO  
DOWNLOAD**  
and update  
our business  
mobile app



[GOOGLE PLAY]



# TREASURY SOLUTIONS CHECKLIST

Please review the checklist below and be sure to perform the actions listed on or before the indicated dates to avoid interruption in service.

- Administrators will receive an email with Business Direct Online Banking login credentials. With these credentials, login to the Advance Preview Site to:
  - o Verify account information
  - o Verify profile information
  - o Review and set up users
  - o Review templates, including ACH and wire

**DUE AUGUST 27, 2025 - SEPTEMBER 10, 2025**

- Attend Business Direct Online Banking Training (We recommend accessing the Advance Preview Site during training) **ATTEND ON SEPTEMBER 3, 2025 AND SEPTEMBER 10, 2025.**

- If needed, print your current Georgia Primary Bank transaction history prior to receiving your interim bank statement. **DUE SEPTEMBER 12, 2025 AT 4:00 pm.**

- Print or download any Georgia Primary Bank Business Online Banking transaction history including ACH, wire and transfer history you might need for reference purposes. **DUE SEPTEMBER 12, 2025 AT 4:00 pm.**

- Print or save electronic bank statements that you may currently access via Georgia Primary Bank Direct. **DUE SEPTEMBER 12, 2025 BY 4:00 pm.**

- Print and save account transfer information from Georgia Primary Bank's Business Online Banking prior to conversion. **DUE BY SEPTEMBER 12, 2025 BY 4:00 pm.**

- Use the QR Code on page 11 to download the Georgia Banking Company mobile app on your mobile device(s). **DUE BY SEPTEMBER 15, 2025.**

- Reestablish any scheduled transactions in Georgia Banking Company's Business Direct Online Banking. **DUE ON OR AFTER SEPTEMBER 15, 2025.**

- Reestablish Bill Pay payees on Georgia Banking Company's Business Direct Online Banking. **DUE ON OR AFTER SEPTEMBER 15, 2025.**



# PERSONAL DIGITAL BANKING

- Beginning at 4:00 pm on **September 12, 2025**, Georgia Primary Bank Online and Mobile Banking will no longer be available.
- Georgia Banking Company Digital Banking & Bill Pay for personal accounts will be available at 9:00 am on **September 15, 2025** at [georgiabanking.com](http://georgiabanking.com) or by downloading our mobile app via Apple's App Store or Google's Play Store. **Your current Georgia Primary Bank username will be used to log in to your new Georgia Banking Company Digital Banking. Your temporary password will be case-sensitive and consist of the word "Welcome" followed by the last four digits of your Social Security Number (e.g., Welcome1234).**
- Georgia Banking Company will send a one-time security code (to log into Georgia Banking Company Online Banking for the first time) via phone call or text message to the phone number on record.
- You will need to reenter your current payees in your new Georgia Banking Company Digital Banking via Bill Pay.

## WITH THE GEORGIA BANKING COMPANY MOBILE BANKING APP YOU CAN:

- Access your personal deposit and loan accounts
- View account transaction history and check images
- View/print/download Statements
- Change/update Statement Delivery Preference
- Use your Georgia Banking Company Mobile App to deposit checks, up to \$5,000 daily.\*
- Pay your bills anywhere, any time with Bill Pay
- Transfer funds between accounts that you are the owner of at Georgia Banking Company or an external account at other financial institutions. Transfers between accounts held at Georgia Banking Company are immediate.
- Credit score monitoring using Savvy Money
- Add transaction alerts to notify of account activity
- Open new personal accounts
- Toggle between electronic and paper bank statements
- Set up debit card controls
- Zelle®: Enjoy real-time money movement with Zelle® by sending person-to-person payments to friends and family right from your internet browser or inside Georgia Banking Company's Mobile App! Payments sent between users with existing Zelle® accounts usually process within minutes! Customers who might use Zelle® at another participating financial institution will need to use an alternate phone number or email to use Zelle® with Georgia Banking Company.\*\*

\* NOTE: Please read the Notice in the Check Deposit feature of Georgia Banking Company's Mobile App regarding check deposit limits.

\*\* Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license. Transactions typically occur in minutes between enrolled users. If a recipient is not enrolled with Zelle®, it could take one to three business days to receive the money once the enrollment is completed. Recipient must have a bank account in the US to use Zelle®.



[APPLE]

**SCAN TO  
DOWNLOAD**  
and update  
our personal  
mobile app



[GOOGLE PLAY]



# CONSUMER CHECKLIST

Please review the checklist below and be sure to perform the actions listed on or before the indicated dates to avoid interruption in service.

- Activate your new Georgia Banking Company Mastercard® Debit Card upon receipt to ensure readiness by **September 15, 2025**.
- Update any automatic payments and any vendors associated with your current Georgia Primary Bank debit card upon activation of your new Georgia Banking Company Mastercard® Debit Card starting **September 15, 2025**.
- Login and set up your Georgia Banking Company Consumer Online Banking beginning at 9:00 am on **September 15, 2025**.
- Download the Georgia Banking Company Mobile Banking App on your mobile device and log in using your Georgia Banking Company Online Banking credentials.
- Effective **September 15, 2025**: Loan payments should be mailed to:  
Georgia Banking Company, 1776 Peachtree St. NW, Ste. 300,  
Atlanta, GA 30309
  - o Select Georgia Banking Company Payee in Bill Pay to pay online.
- Pay close attention to your account balance(s) from September 11, 2025, through September 15, 2025, as account balances and reconciliations may be delayed during this time period.
- Contact our Customer Care Center at Georgia Banking Company by calling 866.711.4530 for assistance.





# PERSONAL SOLUTIONS & LOANS

## PERSONAL SOLUTIONS

- **Checking Accounts:** Premier, Connect, Choice, Consumer Community
- **Savings Accounts:** Regular Savings, Georgia Banking Company Money Market, Certificates of Deposit (CDs), Individual Retirement Accounts (IRAs)

## PERSONAL ACCOUNTS: GEORGIA PRIMARY BANK TO GEORGIA BANKING COMPANY

If you currently have:	Your new Georgia Banking Company account will be:	Highlights of your new features are:
Free Checking	Consumer Community Checking*	<ul style="list-style-type: none"><li>• No monthly maintenance fees</li><li>• No minimum required balance</li><li>• Georgia Banking Company will refund all foreign ATM fees</li></ul>
Interest Checking	Premier Checking*	<ul style="list-style-type: none"><li>• Tiered interest accrued based on balance</li><li>• No monthly maintenance fees</li><li>• No minimum required balance</li></ul>
Founders Interest Checking	Premier Checking*	
Money Market	Georgia Banking Company Money Market	<ul style="list-style-type: none"><li>• Competitive tiered interest rates based on balances of accounts</li><li>• Maintain a \$1,000 daily minimum balance to avoid a \$10 monthly maintenance fee</li></ul>
Founders Money Market	Georgia Banking Company Money Market	
Georgia Primary Bank Savings	Georgia Banking Company Regular Savings	<ul style="list-style-type: none"><li>• Maintain a \$100 minimum daily balance to avoid a \$3 quarterly maintenance fee</li></ul>

Above Georgia Banking Company accounts include: eStatements, Digital Banking with Bill Pay, Mobile Deposit, and Credit Monitoring. For more information on all products and services Georgia Banking Company offers, visit us at: [georgiabanking.com/personal-checking2](https://georgiabanking.com/personal-checking2)

\*Includes Georgia Banking Company debit card

## CERTIFICATE OF DEPOSIT AND INDIVIDUAL RETIREMENT ACCOUNTS

Your account will continue with the same rate, term, and early withdrawal penalties until maturity. At maturity your account will renew as a Georgia Banking Company account at the standard rate of interest with the term closest to, but not exceeding, the term of your certificate. Georgia Banking Company uses the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. Your interest will be compounded daily and will be credited to the account each month.

At maturity, the new early withdrawal penalties will be equal to:

- If the Term is equal to 3 months but less than or equal to 1 year – 90 Days of interest on the amount withdrawn.
- If the Term is greater than 1 year but less than or equal to 2 years – 180 Days of interest on the amount withdrawn.
- If the Term is greater than 2 years – 365 Days of interest on the amount withdrawn.
- IRA owners over the age of 59 1/2 may make early withdrawals without being penalized.

You will have a 10-calendar day grace period beginning with the maturity date, to withdraw the funds in the account without being charged an early withdrawal penalty. You will receive a maturity notice for each CD before the CD's maturity date. This is the only maturity date notice Georgia Banking Company provides. A post-maturity notice is not provided. The interest rate and annual percentage yield have not been determined at the time of the notice. On or after the CD maturity date, you may visit your local Georgia Banking Company office, or you may call 866.711.4530 to obtain the terms of the CD.



**IN NEED OF A LOAN?** Georgia Banking Company provides personal, auto, mortgage and home equity lending services. Visit [georgiabanking.com](http://georgiabanking.com) for more information on these and other GBC loans and lines of credit.

**LOANS**

With the merger of Georgia Primary Bank and Georgia Banking Company, the servicing of your mortgage loan is being transferred, effective September 15, 2025. This means a new servicer will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change. **The transfer of your loan does not affect any term or condition of the mortgage other than the terms directly related to the servicing of your loan.**

Georgia Primary Bank, a division of Georgia Banking Company (GBC) is now collecting your payments and will stop accepting payments received from you after September 12, 2025. You may receive another statement from Georgia Primary Bank which will include the first payment amount you will owe to the new servicer listed below. Georgia Banking Company will collect your payments going forward. Your new servicer will start accepting payments from you on September 15, 2025. If your monthly payment is automatically deducted from your checking/savings account, this service will continue without interruption.

If you have a pre-existing HELOC with Georgia Primary Bank, billing statements for all HELOCs will generate on the last business day each month and payments are due on the 15th of the following month. This will begin with the statements generating on September 30, 2025, with payments being due on October 15, 2025. If you have other consumer loans with Georgia Primary Bank, your current loan’s billing timing will not change. Beginning **September 15, 2025**, in addition to utilizing your local branch, all mail-in-payments can be sent to:

Georgia Banking Company  
1776 Peachtree St. NW Ste. 300  
Atlanta, GA 30309

We are available to assist you at any time should you have questions. You may contact either your present servicer, Georgia Primary Bank, a division of Georgia Banking Company, or your new Servicer, Georgia Banking Company, about your mortgage loan or this transfer. Please contact them using the information below:

**CURRENT SERVICER:**  
Georgia Primary Bank  
A Division of Georgia Banking Company  
3880 Roswell Road  
Atlanta, GA 30342  
Phone: 404.231.4100  
Hours of Operation: M-F 9:00 am to 4:00 pm

**NEW SERVICER:**  
Georgia Banking Company  
Customer Care Center  
1776 Peachtree St. NW Ste. 300  
Atlanta, GA 30309  
Phone: 866.711.4530  
Hours of Operation: M-F 8:00 am to 4:00 pm

*Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer on or before its due date may not be treated by the new servicer as late, and a late fee may not be imposed on you. Any loan payment received on a business day after the cut-off times listed below will be credited on the next business day.*

**BUSINESS DAYS & HOURS TO RECEIVE LOAN PAYMENTS**

PAYMENT METHOD	BUSINESS DAYS*	CUT-OFF TIME
Branch Locations	Monday-Friday	4:00 pm
Telephone Transfer	Monday-Friday	5:00 pm
Online Banking Transfer	Monday-Friday	6:00 pm
Virtual Teller Machines	Monday-Friday	5:00 pm
Mail	Monday-Friday	4:00 pm
24/7 Online at <a href="http://GeorgiaBanking.com">GeorgiaBanking.com</a> by selecting the Quick Loan Payment or Enrolled Loan Payments options.**	Available 24 hours a day	6:00 pm

\*Except Banking Holidays  
\*\*Payments made after the 6:00pm cut-off time will be processed the following business day.

# WIRE INFORMATION

*Beginning September 15, 2025, please use the following wire instructions:*

## **INCOMING - DOMESTIC WIRE TRANSFERS (UNITED STATES)**

Bank Name: Georgia Banking Company  
Bank Address: 1776 Peachtree Street, Ste. 300, Atlanta, GA 30309  
ABA #: 061019975  
Creditor Name:  
Creditor Address:  
Creditor Account #:

## **INCOMING - INTERNATIONAL WIRE TRANSFERS (USD ONLY)**

Swift Code: IRVTUS3N  
ABA: 021000018  
Creditor Bank: Bank of New York Mellon  
Creditor Name: Convera UK Limited  
Creditor Address: 240 Greenwich Street, New York, NY 10286 USA  
Creditor Account #: 8901309192  
Additional Required Information: Georgia Banking Company 59913-US

### ***For credit:***

Customer Name  
Customer Account Number

## **OUTGOING WIRE TRANSFERS**

If you have questions, please contact your local branch for outgoing wire instructions.





# SCHEDULE OF FEES

## PERSONAL FEES & CHARGES

The following fees and charges may be assessed against your account: Check printing fees vary by the style of check ordered.

ACCOUNT CHARGES	
Account Closing Fee (within 90 days of opening)	\$15.00
Audit Confirmations	\$25.00
Charged Back Checks	\$5.00
Check Copies	\$2.50
Collection Items	\$15.00
Currency Order (per box of coin)	\$2.50
Currency Order (per roll of coin)	\$0.25
Currency Order (per strap of bills)	\$0.25
Garnishment/Levy Processing	\$25.00
Incoming Domestic Wires	\$15.00
Incoming International Wires	\$40.00
Official Bank Checks	\$7.00
Outgoing Domestic Wires	\$15.00
Outgoing International Wires	\$40.00
Overdraft Fee	\$30.00
Printed Statements	\$5.00
Remote Deposit Scanner (per month)	\$50.00
Research Time (per hour)	\$25.00
Returned Item Fee	\$30.00
Special Statements	\$10.00
Stop Payment Fee	\$30.00
Telephone Transfers	\$2.00

## BUSINESS FEES & CHARGES

The following fees and charges may be assessed against your account: Check printing fees vary by the style of check ordered.

ACCOUNT CHARGES	
Account Closing Fee (within 90 days of opening)	\$15.00
Account Research Fee Per Hour	\$25.00
Audit Confirmations	\$25.00
Charged Back Checks	\$5.00
Check copies	\$2.50
Collection Items	\$15.00
Currency Order (per strap of bills)	\$0.25
Currency Order (per roll of coin)	\$0.25
Currency Order (per box of coin)	\$2.50
Garnishment/Levy Processing	\$25.00
Official Bank Checks	\$7.00
Overdraft Fee	\$30.00
Remote Deposit Scanner (per month)	\$50.00
Return Item Fee	\$30.00
Special Statements	\$10.00
Stop Payment Fee	\$30.00
Telephone Transfers	\$2.00
WIRES	
Domestic Wire Incoming	\$15.00
Domestic Wire Outgoing	\$15.00
International Wire Incoming	\$40.00
International Wire Outgoing	\$40.00



# ACCOUNT AGREEMENT: BUSINESS ACCOUNT

## 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, Georgia Banking Company.
- "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.

## 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.

## 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 & CUSTODIAL ACCOUNT

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 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 & 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 unless we have agreed to the restriction in writing signed by an officer of the Bank. 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 Fee Schedule 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 & 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 Georgia Banking Company 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





# ACCOUNT AGREEMENT: BUSINESS ACCOUNT

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 is a 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 60 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 one year 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 & 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 & 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.

## DIRECT DEPOSITS

We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. If your account is overdrawn, you authorize us to deduct the amount of the overdraft from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.



## 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 & OVERDRAFTS – ACTUAL (LEDGER) BALANCE

**HOW WE DECIDE TO PAY AN ITEM OR DEBIT.** We use an actual (ledger) balance method to determine whether there are sufficient funds in your account to pay a debit transaction or item. The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

**HOW WE ASSESS FEES.** If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) 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.

## 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 (including facsimile signature(s)) 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.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a



# ACCOUNT AGREEMENT: BUSINESS ACCOUNT

forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

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 & 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 & 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.





## LIABILITY

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

## TAXPAYER IDENTIFICATION NUMBER & BACKUP WITHHOLDING

You must provide a taxpayer identification number (hereinafter TIN) with your account with us. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of payments.

## CERTIFIED BENEFICIAL OWNER INFORMATION

You are responsible for notifying us of any changes to the certified beneficial ownership information of the legal entity customer that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

## TELEPHONE & 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 & 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.

## SEVERABILITY

If a court for any reason holds a provision of this Agreement to be unenforceable, the rest remains fully enforceable. All headings are intended for reference only and are not to be construed as part of the Agreement.

## ENFORCEMENT

You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

## EFFECTIVE APPLICABLE LAWS & 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.



# TRUTH IN SAVINGS

## **GEORGIA BANKING COMPANY CONSUMER COMMUNITY CHECKING\***

### **ELIGIBILITY REQUIREMENTS**

Account available to customers who are Military or First Responders. Individual may be in active or retired status. First Responders includes Police, Fire, EMT, Paramedic, Doctor, and Nurse.\*

### **MINIMUM BALANCE REQUIREMENTS**

You must deposit \$50.00 to open this account.

### **PROCESSING ORDER**

All credit transactions are processed first. Debits, or withdrawals, from your account will be processed as follows: electronic items such as ATM and Preauthorized transactions then checks. The items are processed from lowest to highest within each category. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds return item fees or an increase in the amount of these fees.

### **CHANGE IN TERMS NOTIFICATION**

Please note that Georgia Banking Company charges a \$30 fee for both overdraft and return item transactions. This is a change from the current structure of your account of not charging similar fees.

### **TRANSACTION LIMITATIONS**

No transaction limitations apply to this account.

### **ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT**

All foreign ATM fees refunded by Georgia Banking Company each statement cycle. Overdraft Fees and Returned Item Fees apply to overdrafts and returned items created by check, in person withdrawal, ATM withdrawal or other electronic means. This account product receives e-statements.

### **FEES & CHARGES**

Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

*\*Eligibility requirements have been waived for legacy Georgia Primary Bank Customers*

## **GEORGIA BANKING COMPANY MONEY MARKET CHECKING**

### **RATE INFORMATION**

The interest rate listed in each tier will be paid on the entire balance in your account.

TIER	DAILY BALANCE RANGE	INTEREST RATE	ANNUAL PERCENTAGE YIELD (APY)
1	Below \$1,000.00	0.00%	0.00%
2	\$1,000.00 - \$9,999.99	1.24%	1.25%
3	\$10,000.00 - \$249,999.99	2.71%	2.75%
4	\$250,000.00 - \$999,999.99	2.76%	2.80%
5	\$1,000,000.00 - \$4,999,999.99	2.86%	2.90%
6	\$5,000,000.00 and above	2.95%	3.00%

Your interest rate and annual percentage yield may change.

### **DETERMINATION OF RATE**

At our discretion, we may change the interest rate on your account

### **FREQUENCY OF RATE CHANGES**

We may change the interest rate on your account at any time.

### **LIMITATIONS ON RATE CHANGES**

There are no maximum or minimum interest rate limits for this account.

### **COMPOUNDING & CREDITING**

Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

### **MINIMUM BALANCE REQUIREMENTS**

You must deposit \$1,000.00 to open this account. A maintenance fee of \$10.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$1,000.00. You must maintain a minimum daily balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

### **DORMANT/INACTIVE ACCOUNT INFORMATION**

Dormant account fees will not be charged due to inactivity.

### **PROCESSING ORDER**

All credit transactions are processed first. Debits, or withdrawals, from your account will be processed as follows: electronic items such as ATM and Preauthorized transactions then checks. The items are processed from lowest to highest within each category. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds return item fees or an increase in the amount of these fees.

### **CHANGE IN TERMS NOTIFICATION**

Please note that Georgia Banking Company charges a \$30 fee for both overdraft and return item transactions. This is a change from the current structure of your account of not charging similar fees.

### **BALANCE COMPUTATION METHOD**

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

### **ACCRUAL ON NONCASH DEPOSITS**

Interest begins to accrue on the business day you deposit noncash items (for example, checks).

### **TRANSACTION LIMITATIONS**

Restrictions on the number of transfers or withdrawals subject to transaction limitations on money market accounts have been suspended.

### **ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT**

Overdraft Fees and Returned Item Fees apply to overdrafts and returned items created by check, in person withdrawal, ATM withdrawal or other electronic means.

### **CURRENT RATE INFORMATION**

The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 08/01/2025. To obtain the current rate(s) and annual percentage yield information, please call 866.711.4530.



## FEES & CHARGES

Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## GEORGIA BANKING COMPANY PREMIER CHECKING

### RATE INFORMATION

The interest rate listed in a tier will be paid for only that portion of your daily balance range that is equal to or greater than the low balance amount but less than the high balance amount within that tier.

TIER	DAILY BALANCE RANGE	INTEREST RATE	DEPENDING ON THE BALANCE IN YOUR ACCOUNT THE ANNUAL PERCENTAGE YIELD (APY) WILL:
1	Below \$25,000.00	0.1500%	equal 0.15%
2	Equal to or greater than \$25,000.00	0.3500%	range from 0.15% to 0.30%

Your interest rate and annual percentage yield may change.

### DETERMINATION OF RATE

At our discretion, we may change the interest rate on your account. If you do not meet the eligibility requirements during the qualification cycle, the rate paid in your account on the entire balance will be 0.020% with an annual percentage yield of 0.02%.

### FREQUENCY OF RATE CHANGES

We may change the interest rate on your account at any time.

### LIMITATIONS ON RATE CHANGES

There are no maximum or minimum interest rate limits for this account.

### COMPOUNDING & CREDITING

Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest. "Business Day" means a calendar day other than a Saturday or Sunday, or a federally declared holiday.

### MINIMUM BALANCE REQUIREMENTS

You must deposit \$100.00 to open this account.

### DORMANT/INACTIVE ACCOUNT INFORMATION

Dormant account fees will not be charged due to inactivity.

### PROCESSING ORDER

All credit transactions are processed first. Debits, or withdrawals, from your account will be processed as follows: electronic items such as ATM and Preauthorized transactions then checks. The items are processed from lowest to highest within each category. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds return item fees or an increase in the amount of these fees.

## CHANGE IN TERMS NOTIFICATION

Please note that Georgia Banking Company charges a \$30 fee for both overdraft and return item transactions. This is a change from the current structure of your account of not charging similar fees.

## BALANCE COMPUTATION METHOD

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

## ACCRUAL ON NONCASH DEPOSITS

Interest begins to accrue on the business day you deposit noncash items (for example, checks).

## TRANSACTION LIMITATIONS

No transaction limitations apply to this account.

## ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT

Overdraft Fees and Returned Item Fees apply to overdrafts and returned items created by check, in person withdrawal, ATM withdrawal or other electronic means.

## QUALIFICATIONS

To earn your rewards just do the following transactions and activities in your Georgia Banking Company Premier Checking account during each Statement Cycle:

- 1) Have at least 12 PIN-based or signature-based debit card purchases post and settle
- 2) Be enrolled in and agree to receive electronic statements

*Transactions and activities may take one (1) or more Business Days from the date the transaction or activity occurred to post and settle to the account. The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our bank as ATM transactions, non-retail payment transactions and purchases made with debit cards not issued by our bank. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.*

*"Statement Cycle" means the period of time for which Georgia Banking Company provides a summary of the financial activities and transactions that post and settle to the account holder's account.*

## REWARDS

When the above qualifications are met during a Monthly Statement Cycle, (1) an interest rate of 0.15% will be paid on the portion of your daily balance that is below \$25,000.00 and the annual percentage yield for this tier is 0.15%. An interest rate of 0.35% will be paid on the portion of your daily balance that is equal to or greater than \$25,000.00 resulting in annual percentage yield for this tier ranging from 0.15% to 0.30%, depending on the account's balance and (2) you will receive reimbursements for nationwide ATM withdrawal fees imposed by other financial institutions and incurred during the Monthly Statement Cycle in which you qualified. An ATM receipt must be presented for reimbursements of individual ATM withdrawal fees of \$5.00 or higher.

We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM fee. If you have not received an appropriate reimbursement,





# TRUTH IN SAVINGS

we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

When the above qualifications are not met, the interest rate paid on the entire balance will be 0.02% with an annual percentage yield of 0.02% and ATM fees are not refunded. Interest and ATM fee reimbursements will be credited to the account on the last day of the current Statement Cycle. APY = Annual Percentage Yield. APY Calculations are based on an assumed total account balance of \$100,000.00.

Rates and rewards are variable and at our discretion may change after account is opened without notice to you. Fees may reduce earnings. No minimum balance is required to earn or to receive the account's rewards. Rewards less than a penny cannot be distributed.

This account is not to be used for commercial purposes and there is a limit of one account per social security number. There are no fees to open or close this account. There are no recurring monthly service charges associated with this account. Receipt of electronic statements is a condition of this account. Enrollment in online banking is required to view electronic statements. Contact a Georgia Banking Company service representative for additional information, details and enrollment instructions. This account product receives e-statements.

## CURRENT RATE INFORMATION

The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 08/01/2025. To obtain the current rate(s) and annual percentage yield information, please call 866.711.4530.

## FEES & CHARGES

Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## GEORGIA BANKING COMPANY REGULAR SAVINGS

### RATE INFORMATION

The interest rate on your account is 0.2500% with an annual percentage yield of 0.25%. Your interest rate and annual percentage yield may change.

### DETERMINATION OF RATE

At our discretion, we may change the interest rate on your account.

### FREQUENCY OF RATE CHANGES

We may change the interest rate on your account at any time.

### LIMITATIONS ON RATE CHANGES

There are no maximum or minimum interest rate limits for this account.

### COMPOUNDING & CREDITING

Interest will be compounded daily and will be credited to the account quarterly. If you close your account before interest is credited, you will receive the accrued interest.

## MINIMUM BALANCE REQUIREMENTS

You must deposit \$100.00 to open this account. A maintenance fee of \$3.00 will be imposed every quarter if the daily balance on any day of the quarter falls below \$100.00.

## DORMANT/INACTIVE ACCOUNT INFORMATION

Dormant account fees will not be charged due to inactivity.

## PROCESSING ORDER

All credit transactions are processed first. Debits, or withdrawals, from your account will be processed as follows: electronic items such as ATM and Preauthorized transactions then checks. The items are processed from lowest to highest within each category. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds return item fees or an increase in the amount of these fees.

## CHANGE IN TERMS NOTIFICATION

Please note that Georgia Banking Company charges a \$30 fee for both overdraft and return item transactions. This is a change from the current structure of your account of not charging similar fees.

## BALANCE COMPUTATION METHOD

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

## ACCRUAL ON NONCASH DEPOSITS

Interest begins to accrue on the business day you deposit noncash items (for example, checks).

## TRANSACTION LIMITATIONS

Restrictions on the number of transfers or withdrawals subject to transaction limitations on savings accounts have been suspended.

## ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT

Overdraft Fees and Returned Item Fees apply to overdrafts and returned items created by check, in person withdrawal, ATM withdrawal or other electronic means.

## CURRENT RATE INFORMATION

The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 08/01/2025. To obtain the current rate(s) and annual percentage yield information, please call 866.711.4530.

## FEES & CHARGES

Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



# ACCOUNT AGREEMENT: CONSUMER ACCOUNT

## 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, Georgia Banking Company.
- "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.

## AUTHORIZATION TO OBTAIN INFORMATION

You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the account, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

## 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 aggregated amount of the funds in the account does not exceed the amount allowable by Georgia statute, 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.

## 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, the between the account owners, the account is treated as a joint account with right of survivorship. The account owner(s) may withdrawal all or part of the funds at any time. You may change the terms of this account be 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 extend that they apply to your situation, individual account and joint with right of survivorship have the following meanings. The named party on an individual account owns the account and may withdrawal 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



# ACCOUNT AGREEMENT: CONSUMER ACCOUNT

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.

## 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 to other 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.

## 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 the minor. There may be only one custodian and one minor for each account.

## ACCOUNTS FOR MINOR

If an account is established for a minor as a joint account with an owner who has reached the age of majority in accordance with state law, they are jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have access to the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

## 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.

## FINANCIAL EXPLOITATION

As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we acted in good faith and exercised reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

## MULTIPLE ACCOUNT OWNERS

If there is more than one account owner for your account, all deposits are the property of the person(s) indicated on the account. We may release all or any part of the amount in the account to honor checks, orders, or other items, or withdrawals

or requests from any person named on this account. However, the number of signatures on the Account Information form must be met. Any person named on the account is liable for an amount equal to the overdrawn balance plus any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may also freeze the account upon receipt of notice of the death or incapacity of an account owner until we have received all necessary documentation to establish to whom payment should be made. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

## 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.

## TRANSACTION LIMITATIONS

Your account may be subject to transaction limitations. Please refer to the Disclosures to understand which transaction limitations, if any, apply to your account.

## RESTRICTIVE LEGENDS

We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. 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.

## PRAUTHORIZED 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 Fee Schedule 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 & 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 Georgia Banking Company 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.

### **PASSBOOKS**

If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.

### **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.





# ACCOUNT AGREEMENT: CONSUMER ACCOUNT

## 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 60 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 one year 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 & 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 & 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.

## DIRECT DEPOSITS

We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. If your account is overdrawn, you authorize us to deduct the amount of the overdraft from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

## 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 & OVERDRAFTS – ACTUAL (LEDGER) BALANCE

**HOW WE DECIDE TO PAY AN ITEM OR DEBIT.** We use an actual (ledger) balance method to determine whether there are sufficient funds in your account to pay a debit transaction or item. The actual (ledger) balance method calculates your account balance only based on transactions that have settled,

and it does not reflect pending transactions or checks that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

**HOW WE ASSESS FEES.** If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) 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.

#### 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 (including facsimile signature(s)) 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.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

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.

#### PAYMENT OF INTEREST

Interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account.



# ACCOUNT AGREEMENT: CONSUMER ACCOUNT

## FEES, SERVICE CHARGES & 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.

## SPECIAL ACCOUNT INSTRUCTIONS

You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or provide us with other protection. We may require that account changes requested by any account owner, such as adding or closing an account or service, be evidenced by a signed document that evidences a change to an account and accepted by us. You and any surviving owner or beneficiary agree to indemnify and hold us harmless from any claim or liability asserted against us as a result of the disposition of funds in reliance on this Agreement and any account designations of yours.

## 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.



## LIABILITY

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

## TAXPAYER IDENTIFICATION NUMBER & BACKUP WITHHOLDING.

You must provide a taxpayer identification number (hereinafter TIN) with your account with us. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of payments.

## 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 & 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.

## SEVERABILITY

If a court for any reason holds a provision of this Agreement to be unenforceable, the rest remains fully enforceable. All headings are intended for reference only and are not to be construed as part of the Agreement.

## ENFORCEMENT

You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

## EFFECTIVE APPLICABLE LAWS & 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.





# ACCOUNT AGREEMENT: TIME DEPOSIT ACCOUNT

## 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, Georgia Banking Company.
- "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 Time Deposit 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, the interest rate(s) and applicable annual percentage yield (APY), compounding and crediting of interest, 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.

## AUTHORIZATION TO OBTAIN INFORMATION

You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the account, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

## 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 aggregated amount of the funds in the account does not exceed the amount allowable by Georgia statute, 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.

## 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, the 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 be 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 extend that they apply to your situation, individual account and joint with right of survivorship have the following meanings. The named party on 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.

### **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 to other 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.

### **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 the minor. There may be only one custodian and one minor for each account.

### **ACCOUNTS FOR MINORS**

If an account is established for a minor as a joint account with an owner who has reached the age of majority in accordance with state law, they are jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have access to the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

### **ESCROW, TRUST, FIDUCIARY & CUSTODIAL ACCOUNT**

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 & 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.

### **FINANCIAL EXPLOITATION**

As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions

we take on the account if we acted in good faith and exercised reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

### **MULTIPLE ACCOUNT OWNERS**

If there is more than one account owner for your account, all deposits are the property of the person(s) indicated on the account. We may release all or any part of the amount in the account to honor withdrawals from any person named on this account. However, the number of signatures on the Account Information form must be met. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may also freeze the account upon receipt of notice of the death or incapacity of an account owner until we have received all necessary documentation to establish to whom payment should be made. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

### **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.

### **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.

### **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 responsibility 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 had been altered or terminated and we have had a reasonable time to act on that notice.

### **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 & 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 AGREEMENT: TIME DEPOSIT ACCOUNT

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.

In addition to the General Rules, your Time Deposit account ("Certificate") may be subject to the following:

## ACCOUNT TERMS

The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), annual percentage yield (APY), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Interest will not be compounded unless noted in the Certificate and the Disclosures and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the annual percentage yield (APY).

## WITHDRAWAL PRIOR TO MATURITY

You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.

## ADDITIONAL DEPOSITS DURING THE TERM

No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

## EARLY WITHDRAWAL PENALTY

Unless provided otherwise in the Disclosures we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the Disclosures.

## RENEWAL

Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. When applicable to your Certificate, the grace period following the maturity date is described in the Disclosures.

## 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 NS regulation GG. A restricted transaction is a 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.

## ELECTRONIC STATEMENTS & 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 & 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.

### DIRECT DEPOSITS

We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. If your account is overdrawn, you authorize us to deduct the amount of the overdraft from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

### 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.

### 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 (including facsimile signature(s)) 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.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

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 & 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.

### SPECIAL ACCOUNT INSTRUCTIONS

You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or provide us with other protection. We may require that account changes requested by any account owner, such as adding or closing an account or service, be evidenced by a signed document that evidences a change to an account and accepted





# ACCOUNT AGREEMENT: TIME DEPOSIT ACCOUNT

by us. You and any surviving owner or beneficiary agree to indemnify and hold us harmless from any claim or liability asserted against us as a result of the disposition of funds in reliance on this Agreement and any account designations of yours.

## 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.

## LIABILITY

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.



### **TAXPAYER IDENTIFICATION NUMBER & BACKUP WITHHOLDING**

You must provide a taxpayer identification number (hereinafter TIN) with your account with us. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of payments.

### **TELEPHONE & 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 & 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.

### **SEVERABILITY**

If a court for any reason holds a provision of this Agreement to be unenforceable, the rest remains fully enforceable. All headings are intended for reference only and are not to be construed as part of the Agreement.

### **ENFORCEMENT**

You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

### **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.



# ELECTRONIC FUNDS TRANSFER DISCLOSURE

For purposes of this disclosure the terms "we", "us" and "our" refer to Georgia Banking Company. The terms "you" and "your" refer to the recipient of this disclosure. The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Master Money Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of EFT services provided by Georgia Banking Company in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

## DEFINITION OF BUSINESS DAY

Business days are Monday through Friday excluding holidays.

## ELECTRONIC FUND TRANSFER SERVICES PROVIDED

### DEBIT CARD SERVICES

The services available through use of your Debit Card are described below.

#### MASTER MONEY CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and line of credit.
- You may make deposits into your checking account(s), savings account(s), and money market account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and line of credit.
- You may use your card at any merchant that accepts Mastercard® Debit Cards for the purchase of goods and services.

### AUTOMATED TELLER MACHINE SERVICES.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of A TM you are using and the network through which the transaction is being performed. A specific A TM or network may not perform or permit all of the above transactions.

Besides being able to use your Debit Card at our automated teller machine terminals, you may access your accounts through the following network(s): Cirrus, Pulse and Maestro.

**ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

### POINT OF SALE TRANSACTIONS

Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your actual (ledger) account balance. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Master Money Card: checking account.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

### GEORGIA BANKING COMPANY INSTANT DEBIT CARD

**ALERTS.** Message frequency varies by account. Message and data rates may apply. Text HELP to 72586 for help or call 866.711.4530. Text STOP to 72586 to cancel. Participating carriers include AT&T, Sprint, T-Mobile, Verizon Wireless, Boost, Virgin Mobile, Metro PCS, Alltel AWCC, Cricket, Google Voice, and U.S. Cellular. For privacy policy please visit our website at [www.georgiabanking.com](http://www.georgiabanking.com).

### CURRENCY CONVERSION - MASTERCARD®

If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

### PREAUTHORIZED TRANSFER SERVICES

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and money market account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), and money market account(s).



## SERVICES PROVIDED THROUGH USE OF ONLINE BANKING & MOBILE BANKING.

Georgia Banking Company offers its customers use of our Online Banking and Mobile Banking service.

You may access your account(s) via our Online Banking site(s) or Mobile Banking Mode(s) and using your password to obtain balances and transaction histories on accounts, transfer funds (this includes to and from a GBC Line of Credit), make payments to loan accounts with us, make payments to 3rd parties (online bill pay), and deposit checks into eligible accounts.

You may set up external transfers for a loan payment or a transfer to or from a GBC DDA account via Online Banking site(s) only.

You may access Zelle® via our Mobile Banking App by logging in with your username and password to send or receive money from family, friends, and others you trust.

## LIMITATIONS ON TRANSACTIONS

### TRANSACTION LIMITATIONS - MASTER MONEY CARD

**CASH WITHDRAWAL LIMITATIONS:** You may withdraw up to \$1,010.00 through use of ATMs in anyone day.

**POINT OF SALE LIMITATIONS:** You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

### OTHER WITHDRAWAL LIMITATIONS

**CASH WITHDRAWAL FREQUENCY LIMITATIONS:** You may make 50 cash withdrawals from ATM terminals in any one day.

**POINT OF SALE FREQUENCY LIMITATIONS:** You can use our Point of Sale service for 100 transactions in any one day.

### OTHER LIMITATIONS

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

## NOTICE OF RIGHTS & RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

### RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

#### TRANSACTION RECEIPTS

Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should

be retained to verify that a transaction was performed.

A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

## PERIODIC STATEMENTS

If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

## PREAUTHORIZED DEPOSITS

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- You can call us at 866.711.4530 to find out whether or not the deposit has been made.

## USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN")

In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to your account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Georgia Banking Company immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at our ATM.

## RIGHTS REGARDING PREAUTHORIZED TRANSFERS

### RIGHTS AND PROCEDURES TO STOP PAYMENTS

If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, call us at: 866.711.4530 or write to: 1776 Peachtree Street NW, Suite 300, Atlanta, GA 30309





# ELECTRONIC FUNDS TRANSFER DISCLOSURE

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

## NOTICE OF VARYING AMOUNTS

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

## OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS

If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

## YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT

If you believe your Debit Card or PIN or internet banking access code has been lost or stolen, call us at: **866.711.4530 (9 am to 4 pm)** or write to: **1776 Peachtree Street NW, Suite 300, Atlanta, GA 30309**

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## CONSUMER LIABILITY

Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500). The limitations on your liability for unauthorized transfers described in the following paragraph do not apply to preauthorized automatic payments from your checking account(s), savings account(s), and money market account(s). Unless you have complied with the procedures to stop the preauthorized payment described above, your liability

for such unauthorized transfers is unlimited. If your statement shows transfers you did not make (other than a preauthorized transfer), including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

## CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING MASTER MONEY CARD

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card. If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

## ILLEGAL USE OF MASTER MONEY CARD

You must not use your Master Money Card for any illegal transactions, including internet gambling and similar activities.

## IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

In case of errors or questions about your electronic fund transfers, call us at: **866.711.4530** or write to: **1776 Peachtree Street NW, Suite 300, Atlanta, GA 30309** or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Georgia Banking Company no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question.



If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **LIABILITY FOR FAILURE TO COMPLETE TRANSACTION**

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

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

*There may be other exceptions provided by applicable law.*

#### **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS**

We reserve the right to impose a fee and to change fees upon notice to you. Refer to the Truth In Savings Disclosure and Fee Schedule for any fees that may be charged for EFT and non-EFT transactions alike.

#### **DISCLOSURE OF ACCOUNT INFORMATION**

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

#### **SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE**

Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

# FUNDS AVAILABILITY DISCLOSURE

This disclosure describes your ability to withdraw funds at Georgia Banking Company. It applies to the availability of funds in all of your accounts except for funds deposited to certificate of deposit (CD) accounts. We reserve the right to delay the availability of funds deposited to these accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean customer and the terms "our," "we," or "us" mean Georgia Banking Company.

## YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day that we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. In order to establish that a deposit is made on a particular business day, we establish a cut-off time. You must make your deposit before the cut-off time in order for it to be considered to have been made on that business day.

LOCATION	CUT-OFF TIME
Branch	Close of business
ATM	5:00 pm

However, if you make a deposit after the cut-off time shown above or on a day that we are not open, we will consider the deposit made on the next business day we are open.

## DEPOSITS AT OTHER LOCATIONS

This availability policy only applies to funds deposited at Georgia Banking Company. Please inquire for information about the availability of funds deposited at other locations.

## LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, may be available on the first business day after the day of deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$6,725 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

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

## SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of U.S. Treasury checks, U.S. Postal Service money orders, cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## FOREIGN CHECKS

Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.



# SUBSTITUTE CHECK POLICY DISCLOSURE

## **IMPORTANT INFORMATION ABOUT YOUR ACCOUNT**

(Substitute Checks and Your Rights)

**WHAT IS A SUBSTITUTE CHECK?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

## **WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**HOW DO I MAKE A CLAIM FOR A REFUND?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by:

Phone at: (866)711-4530 or Mail at: *1776 Peachtree Street NW, Suite 300, Atlanta, GA 30309*

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

An expedited recredit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within 10 business days of the oral claim.





## FACTS

### WHAT DOES GEORGIA BANKING COMPANY DO WITH YOUR PERSONAL INFORMATION?

#### Why?

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

#### What?

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

- Social Security number and income
- Account balances and transaction history
- Credit history and credit scores

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

#### How?

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

Reasons we can share your personal information	Does Georgia Banking Company share?	Can you limit this sharing?
<b>For our everyday business purposes--</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes--</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes--</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes--</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

#### Questions?

Call toll-free (866)711-4530 or go to [www.georgiabanking.com](http://www.georgiabanking.com)

## Who we are

Who is providing this notice?

GBC means Georgia Banking Company

## What we do

How does Georgia Banking Company protect my personal information?

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

Our employees are bound by our Code of Ethics and policies to access consumer information only for legitimate business purposes and to keep information about you confidential.

How does Georgia Banking Company collect my personal information?

We collect your personal information, for example, when you

- open an account or pay your bills
- apply for a loan or use your credit or debit card
- provide account information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

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

State laws and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]

## Definitions

Affiliates

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

- *Georgia Banking Company does not share with our affiliates.*

Nonaffiliates

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

- *Georgia Banking Company does not share with nonaffiliates so they can market to you.*

Joint marketing

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

- *Our joint marketing partner(s) include insurance companies.*

## Other important information

## Special Notice For State Residents

**For California Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with California privacy laws that apply to us.

**For Massachusetts, Mississippi and New Jersey Customers.** We will not share personal information from your deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.



# ADDENDUM TO ACCOUNT AGREEMENT - FEDNOW SERVICE

- 1. THE AGREEMENT.** As the account owner of a deposit account (the "Account") with Georgia Banking Company ("Bank"), you understand and acknowledge that the Account Agreement entered into by and between you and Bank, along with any other documents applicable to your Account, including any account opening disclosures that have been provided to you by Bank (collectively, the "Agreement"), governs the terms and conditions of your Account, all activities conducted therein, and the services provided to you by Bank.
- 2. THE ADDENDUM** This addendum, which supplements the Agreement with respect to instant payment funds transfer services via the FedNow Service provided by the Federal Reserve Banks (the "FedNow Service"), is incorporated by reference into the Agreement and is made a part of your Account relationship with Bank (the "Addendum"). By entering into the Agreement, requesting FedNow Services from Bank, and/or initiating or receiving instant payment funds transfer services via the FedNow Service, you agree to be bound by such terms and conditions in the Agreement and this Addendum, as may be updated and amended from time to time.
- 3. COMPLIANCE WITH FEDNOW SERVICE RULES**
  - a. If you are a party to an instant payment order sent or received through the FedNow Service, you agree that you and any payment order for a debit or credit funds transfer you initiate or receive will be subject to the rules, guidelines, standards, and procedures issued by the Board of Governors of the Federal Reserve System or any Federal Reserve Bank related to the FedNow Service for instant payments, including but not limited to Operating Circular No. 8 and Subpart C of Regulation J (12 CFR § 210.40 et seq.) and the rights, obligations, and limitations on liability contained therein (the "FedNow Service Rules").
  - b. In addition to the FedNow Service Rules, and not by way of limitation, your use of the FedNow Service shall remain subject to all federal, state, and local laws, rules, regulations, requirements, regulatory guidelines and guidance, and official commentaries related to funds transfers and instant payments, including, but not limited to: (i) all applicable rules, regulations, requirements, guidelines, and commentaries issued by any governmental authority with jurisdiction over Bank or the FedNow Service; (ii) the Bank Secrecy Act and Anti-Money Laundering laws and regulations; (iii) applicable sections of the USA PATRIOT Act and its implementing regulations related to Know-Your Customer and Customer Identification Programs; and (iv) to the extent applicable, Articles 3, 4 and 4A of the Uniform Commercial Code as currently in effect and as thereafter amended in the Code of the State of Georgia.
- 4. GENERAL TERMS OF THE FEDNOW SERVICE.**
  - a. The FedNow Service is designed to maintain uninterrupted 24x7x365 processing of credit transfers with security features to support payment integrity and data security. The service will have a 24-hour business day each day of the week, including weekends and holidays.
  - b. Georgia Banking Company will initially only be participating in the FedNow Receive capabilities, the ability to receive credit transfer payments.



# LEASE AGREEMENT SAFE DEPOSIT BOX

## DEFINITIONS

Bank leases to Renter, and also Renter leases from Bank, the Safe Deposit Box and located in the vaults of Bank according to the terms and conditions set forth below. Throughout this Lease, the terms "you" and "your" refer to the Renter, whether or not one or more, named on the Lease, and the terms "we," "our," and "us" refer to the Bank, Georgia Banking Company.

## NATURE OF LEASE

You agree to lease the Safe Deposit Box for the sole purpose of storing items not inherently dangerous or otherwise of a character likely to cause damage to our premises. You will not use the Safe Deposit Box for any unlawful purpose. You will be liable to us for all damages resulting from a violation of this Lease.

## EVERY 12 MONTHS RENTAL FEE

You agree to pay the Rental Fee set forth above, in advance, on the periodic basis set forth above, with the first payment due on the date of this Lease. We may change the Rental Fee from time to time by notifying you in our invoice to you. In addition to the Rental Fee, you agree to pay such service charges, late charges, security deposits, drilling fees and any other fee or charge that we may establish from time to time.

## AUTOMATIC RENEWAL

This Lease will automatically renew unless terminated by either party according to its terms.

## LOSS OF ACCESS DEVICE

By executing this Lease, you acknowledge receipt of 0 key(s) or have personally established the combination or other authorized access to the Safe Deposit Box. You agree not to duplicate any key(s) or access device provided to you. We retain no access device or information that would open the Safe Deposit Box. If you misplace or lose one or more of the keys, combinations, or other approved access device, you must immediately give us written notice of that fact. You will be responsible for any and all expenses of replacing an access device, opening the Safe Deposit Box, or changing any lock. We may require advance payment from you of these expenses.

## AUTHORIZED ACCESS

We will grant access to the Safe Deposit Box only to you, or your duly authorized attorney in fact or agent, deputy, or legal representative upon receipt of a signed form either supplied by or approved by us. The authority of any attorney in fact or agent, deputy, or legal representative will continue until we have received written notice of the revocation of such authority from you.

## ACCESS TO SAFE DEPOSIT BOX

You will have access to the vaults in which the Safe Deposit Box is contained during regular customer business hours of every business day. We may limit or lengthen these hours at our discretion. We are not liable for any mechanical failure which prevents locks from operating. We may temporarily close the vault due to fire, mobs or any other reason we feel is necessary to ensure the security of the vault.

## BANKRUPTCY, INCAPACITY, OR DEATH OF RENTER

Each person entitled to access the Safe Deposit Box agrees that before seeking access to the Safe Deposit Box, he or she

will notify us of the death of any other person having the right of access to the Safe Deposit Box. We may rely exclusively upon the absence of any such notification in allowing access to the Safe Deposit Box. We may refuse access to the Safe Deposit Box upon a Renter's bankruptcy, incapacity, or death, to the extent permitted by law. We agree to list the contents of the Safe Deposit Box for tax purposes or any other reason that may be required or permitted by law. We may refuse withdrawal of any of the Safe Deposit Box's contents: until (1) we have received satisfactory evidence of the authority of any legal representative named for Renter or Renter's estate and (2) the requirements of any applicable laws pertaining to notice and withdrawal have been met.

## DENIAL OF ACCESS; COURT ORDERS

We may refuse access to the Safe Deposit Box if the rent or any other charges owing under this Lease are past due or remain unpaid, or if we are served with certain orders or writs of process by any court or other authority, to the extent permitted by law. We are not responsible for judging whether any order or process is valid or whether the court or authority issuing the order or process has the right to do so. We will not be liable to you for any damages or losses when we comply with all provisions of law or any court order applicable to the Safe Deposit Box.

## DEFAULT

You will be in default on the day following any of these events: (1) if you fail to surrender possession of this Safe Deposit Box to us on the termination date of this Lease; (2) if you do not pay the rent and other charges required under this Lease on the date due; or (3) if you breach any other provision of this Lease. Other charges required under this Lease may include the costs for forcibly opening and repairing your Safe Deposit Box, replacing the lock and keys and resetting the combination, notary fees, notifying you, advertising, selling, or disposing of the contents of your Safe Deposit Box, interest on amounts due, and reasonable attorney fees and costs, to the extent permitted by law.

## OUR REMEDIES AFTER DEFAULT

For all defaults other than nonpayment of rent, the following remedies apply to the extent permitted by law. You must correct such a default within the statutory grace period, or if none, within a period of six months. Otherwise, we will give you written notice requesting you to correct the default within the legally required period, or if no period is specified, 60 days after the date we mailed the notice. If you do not correct the default within that period, we may act as permitted by law to forcibly open the Safe Deposit Box and remove all its contents. We may store the contents at your expense without any liability for their safekeeping for as long as the law requires, or if no period is specified, for 90 days after the opening of the Safe Deposit Box. By executing this Lease, you agree that we have a lien on all of the contents of the Safe Deposit Box for any charge and rent due under this Lease. If the default is still not corrected during this time, then we have the right to sell, transfer or dispose of all or any part of the contents as permitted by law. We will use any proceeds that we receive from such a sale to reimburse us for all rent and charges. Any surplus will be disposed of in accordance with applicable state law. If any deficiency exists after such a sale, you agree to pay such amount to us upon demand. You also agree that we have a claim upon the proceeds of any sale by other authorized persons. We may also exercise any other remedy permitted by law.





# LEASE AGREEMENT SAFE DEPOSIT BOX

## OUR REMEDIES FOR NONPAYMENT OF RENT

By executing this Lease, you agree that we have a lien on all of the contents of the Safe Deposit Box for any charge and rent due under this Lease. In the event that the rental has not been paid for one year, the following section of the Official Code of Georgia Annotated, that being Title 44, Chapter 12, Section 209, shall be applicable. For the purposes of this statute only, the Georgia Commissioner of Revenue is referred to as "commissioner," you (the renter) are referred to as "Lessee," and we (the Financial Institution) are referred to as "Lessor." If the rental due on a safe-deposit box has not been paid for one year, the Lessor shall send a notice by registered mail or statutory overnight delivery to the last known address of the Lessee stating that the safe-deposit box will be opened and its contents stored at the expense of the Lessee unless payment of the rental is made within 30 days. If the rental is not paid within 30 days from the mailing of the notice, the holder shall provide written notification to the commissioner of the drilling date not less than 30 days prior to this time. The commissioner may designate a representative to be present during the opening of the safe-deposit box. The safe-deposit box shall be opened in the presence of an officer of the Lessor. The contents shall be sealed in a package by the officer who shall write on the outside the name of the Lessee and the date of the opening. If a will, codicil, trust instrument, or amendment to a trust instrument is among the contents of a safe-deposit box, the officer shall remove such document from the safe-deposit box for separate cataloging and packaging. The officer shall execute a certificate reciting the name of the Lessee, the date of the opening of the safe-deposit box, and a list of its contents. A separate certificate shall be executed for any will, codicil, trust instrument, or amendment to a trust instrument, which shall be packaged separately but shall be transmitted along with the package containing the remainder of the contents of the safe-deposit box. The certificate(s) shall be included in the package(s) and a copy of the certificate shall be sent by registered mail to the last known address of the Lessee. The package(s) shall then be placed in the general vaults of the Lessor at a rental not exceeding the rental previously charged for the safe-deposit box. If the contents of the safe-deposit box have not been claimed within two years of the mailing of the certificate, the Lessor may send a further notice to the last known address of the Lessee stating that, unless the accumulated charges are paid within 30 days, the contents of the safe-deposit box will be delivered to the commissioner as abandoned property under the provisions of Code Section 44-12-214. The Lessor shall submit to the commissioner a verified inventory of all of the contents of the safe-deposit box upon delivery of the contents of the safe-deposit box or such part thereof as shall be required by the commissioner under Code Section 44-12-214, but the Lessor shall not deduct from any cash of the Lessee in the safe-deposit box an amount equal to accumulated charges for rental but shall submit to the commissioner a verified statement of such charges and deductions. If there is no cash, or insufficient cash to pay accumulated charges, in the safe-deposit box, the commissioner shall remit to the Lessor the charges or balance due, up to the value of the property in the safe-deposit box delivered to him, less any costs or expenses of sale, but if the charges or balance due exceeds the value of such property, the commissioner shall remit only the value of the property, less costs or expenses of sale. Any accumulated charges for safe-deposit box rental paid by the commissioner to the Lessor shall be deducted from the value of the property of the Lessee delivered to the commissioner. If a will, codicil, trust instrument, or amendment to a trust instrument

is separately packaged and transmitted along with the contents of a safe-deposit box or other safekeeping repository and delivered to the commissioner, the commissioner shall:

- 1) Retain each original will, codicil, trust instrument, or amendment to a trust instrument; provided, however, that, upon request, the commissioner shall:
  - b) Deliver any will, codicil, trust instrument, or amendment to a trust instrument to the testator or settlor upon the presentation to the commissioner of satisfactory competent evidence of the identity of such testator or settlor;
  - b) Deliver any will or codicil of a deceased testator to the probate court having jurisdiction of such testator's estate in the same circumstances under which a financial institution would deliver such will or codicil to such probate court pursuant to paragraph (1) of subsection (a) of Code Section 7-1-356 upon the presentation to the commissioner of satisfactory competent evidence of the death of the testator;
  - c) Permit the removal of such will, codicil, trust instrument, or amendment to a trust instrument in the same circumstances under which a financial institution would permit the removal thereof pursuant to subsection (d) of Code Section 7-1-356; and
  - d) Deliver any trust instrument or amendment to a trust instrument to the trustee of the trust upon the presentation to the commissioner of satisfactory competent evidence of the death of the settlor, satisfactory competent evidence of the identity of the trustee, and a certification of trust by the trustee made under oath and containing all of the information set forth in paragraph (3) of subsection (b) of Code Section 53-12-280;
- 2) Upon request and upon payment of reasonable charges therefor, provide a true and correct photostatic or certified copy of:
  - a) Any will or codicil to any person upon the presentation to the commissioner of satisfactory competent evidence of the death of the testator and satisfactory competent evidence of the identity of such person showing that, with respect to such will or codicil, such person is an interested person within the meaning of subsection (a) of Code Section 53-5-2 or is a registered claimant's designated representative pursuant to Code Section 44-12-239; and
  - b) Any trust instrument or amendment to a trust instrument to any person upon the presentation to the commissioner of satisfactory competent evidence of the death of the settlor and satisfactory competent evidence of the identity of such person showing that, with respect to such trust or amendment, such person is a trustee, trust director, or qualified beneficiary, as such terms are defined in Code Sections 53-12-2 and 53-12-500, or is a registered claimant's designated representative pursuant to Code Section 44-12-239; and
- 3) Have no duty to open any safe-deposit box to retrieve any will, codicil, trust, instrument, or amendment to a trust instrument contained therein.

### OUR RIGHT OF SETOFF

If you are in default on the rent or other charges due under this Lease, and you have an account with us, we reserve the right to charge any account you have with us for the amount due.

### NO BAILMENT

The contents of the Safe Deposit Box are unknown to us and we do not exercise any supervision or control over such contents, except in those situations where we are authorized to forcibly open the Safe Deposit Box. Therefore, our relationship with you during the term of this Lease will not be that of bailee and bailor.

### CONTENTS NOT INSURED

We do not provide insurance coverage for the contents of the Safe Deposit Box, nor are the contents insured by the Federal Deposit Insurance Corporation (FDIC). You may, at your own expense, secure your own insurance.

### LIABILITY

You assume all risks arising from the use of the Safe Deposit Box or our storage of the contents, to the extent permitted by law, as well as provided below. We will not be liable for any loss by theft, burglary, robbery, embezzlement, fire, or any other reason unless we fail to exercise reasonable care. We will use reasonable care to prevent the opening of the Safe Deposit Box by any individual other than you, your legal representative, attorney in fact or agent, or any other person authorized by law or by this Lease. If you leave an item in the Safe Deposit Box which is missing on your subsequent entry to it, this does not: (a) raise the presumption that the property was lost by our negligence or wrongdoing; or (b) place on us the burden of proving that the loss was not our fault. Our total liability for any loss resulting from our negligence shall not exceed 100 times the annual rental charged for the Safe Deposit Box. However, we will not be liable, regardless of our negligence, for the loss of any money, negotiable securities, jewelry, collectibles, or other tangible property of value.

### ASSIGNMENT OR TRANSFER

We may assign or transfer any or all of our interest in this Lease, and in the Safe Deposit Box and vault without your consent. You will not assign this Lease or sublet the Safe Deposit Box. We have the right at any time to remove any Safe Deposit Box to a different location upon giving you notice 10 days prior to the removal of the Safe Deposit Box.

### NOTICES

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 latest address supplied. You are responsible for notifying us of any address or name changes and other information affecting your Lease. Such notice shall be in a form and manner acceptable to us with sufficient information to allow us to identify the Safe Deposit Box. You may also have the option to have notices 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.

### 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.

### AMENDMENTS AND ALTERATIONS

Notice will be given to you if we change the terms of this Lease at any time by mailing notice to your latest address as shown on our safe deposit box records, by posting a notice of any such changes at our main office, or as otherwise required by law. In any event, the changes will be effective upon the date specified in the notice, but that date will be no less than 10 days following the date of posting or mailing to your address, to the extent permitted by 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 Lease, and you authorize us to deduct any such loss, costs, or expense from any account held with us without prior notice to you. This obligation includes disputes between yourself and us involving the Lease and situations where we become involved in disputes between you and any other person having the right of access to the Safe Deposit Box, another joint renter or a third party claiming an interest in the Safe Deposit Box. It also includes situations where you, any person entitled to access the Safe Deposit Box, another joint renter, or a third party takes action with respect to the Safe Deposit Box that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

### TERMINATION BY US

We may terminate this Lease by giving you 10 days written notice. You must surrender the Safe Deposit Box and the keys we have given you or the combination to the Safe Deposit Box, at the expiration of the 10 days notice period. At your request, if you are not in breach of your obligations under this Lease, we will pay you a pro rate refund of any rent paid in advance.

### TERMINATION BY YOU

You may terminate this Lease by giving us 10 days written notice and by surrendering to us the Safe Deposit Box and the keys or combination to the Safe Deposit Box. You will not be entitled to a refund of any advance rent paid if you terminate this Lease. You will remain liable to us for all damages you have caused as well as for all unpaid rent. By surrendering the Safe Deposit Box and the means of access to the Safe Deposit Box, you will release us from all liability under this Lease.

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## EFFECTIVE APPLICABLE LAWS AND REGULATIONS

You understand that this Lease 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 this Lease. We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Lease 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.

## SAFE DEPOSIT BOXES

Your safe deposit box number will not change. Annual rent is assessed each year on the anniversary of your Safe Deposit Box opening date. An active checking account is required to facilitate automatic payment of the annual rent. The amount due will be determined by the size of your selected box.

### Box Size Annual Rent

- 3 x 10 \$35.00
- 5 x 10 \$45.00
- 10 x 10 \$75.00

## 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.





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