

**Important information about your accounts**



*Together*  
**WE ARE ONE**



## **GOT QUESTIONS? WE CAN HELP!**

**Before March 27<sup>th</sup>**

**Visit your local branch or our website**

**[fgb.net/welcome](http://fgb.net/welcome)**

**Conversion Weekend**

**March 28<sup>th</sup> - 29<sup>th</sup>**

**Call our Customer Support Center**

**888.375.3093**

**8AM to 3PM**

**NOTE: Saturday (March 28<sup>th</sup>) we will have  
LIMITED access to account specifics  
Sunday (March 29<sup>th</sup>) we will have FULL access to  
view account specifics**

**On and After March 30<sup>th</sup>**

**Call our Customer Support Center**

**888.375.3093**



**FIRST  
GUARANTY  
BANK**



**Together**  
**WE ARE ONE**

## **Welcome to the First Guaranty Bank family!**

We are family: The customers, communities, employees and shareholders that make up First Guaranty Bank.

The combination of The Union Bank and First Guaranty Bank has been better and stronger than I expected. Sure, we have had the occasional snag or rough spot; but, that's family. Part of that has been because we have still been operating on two separate computer systems which, in itself, sometimes causes confusion.

But, now we are ready to move past that. On March 27th we will go through a process called "data conversion". On that date, all of the data in both systems will be combined into one big system and all of the computers and telephones will be connected to and talking to each other. We will all be working together to provide the best service possible to our customers and our community and to make First Guaranty Bank stronger and better.

This booklet provides all of the information you'll need to stay "in the know" during the transition. It will highlight specific information regarding what products we have available and what "new" products correspond to the "old" products. We also have a section called "Things to Know" to provide you with answers to some of the concerns you may have.

We know that other questions and issues will come up; so, do not hesitate to come see us or call us with any questions or issues you may have.

The past three months have proven that First Guaranty Bank and The Union Bank are a great match. We are all the same type people who share values and dreams. There is no limit to how far we can progress and what we can achieve together.

We are family.



**Alton B. Lewis**  
Chief Executive Officer/President  
First Guaranty Bank

# FANATICAL BANKING NEEDS FANATICAL BANKERS



## What Does Fanatical Mean to Us?

We're not interested in the status quo. We're interested in passion, drive and total commitment to our customers and our community. That's what it means to be fanatical.

Fanatical is putting our customers first and foremost, it's cheering on the home team, it's knowing your neighbors and knowing exactly how to be there for them.

Fanatical is the spirit of "Let's do this!" It's authentic and accessible and it's a deep and abiding trust built over 85 years of communication, service and a shared common goal of growing together.

## What Makes Us Fanatical?

At First Guaranty Bank we're fanatical about, well, just about everything. For example, we take holidays very seriously because what is life without a little celebration? And trust us – you want to be invited to our Thanksgiving potluck. We also love to celebrate our fanatical employees and their talents both at work and at play.

We're fanatical about providing quality products and services, like our variable rates CDs, which offer competitive rates with a peace of mind that will never vary. If our rates rise, so will yours : That's just how we roll. We're also not afraid to roll up our sleeves and pitch in to improve the communities where we live and work through our FGB gives back program.

We're also fanatical about you – we care about your small business, your new house, and every savings account from college to retirement. We're known as the Home of Fanatical Banking, but mostly we're fanatical about you.

For a sneak peak of who we are, visit [fgb.net/fanatical-banking](http://fgb.net/fanatical-banking)

# FGB Gives Back

FGB and its employees are truly dedicated to the communities we work, live and play in! Every year we donate thousands of dollars and service hours as part of our FGB Gives Back program.

2019 Volunteer Hours

**1,553**

2019 Donation Dollars

**\$500,000**



To learn more, visit [fgb.net/resources/community-impact](https://fgb.net/resources/community-impact)



# Our Mission

The mission of First Guaranty Bank and First Guaranty Bancshares is to increase the shareholder value while providing financial services for and contributing to the growth and welfare of the communities we serve.



We believe that each customer is our most important customer and should be treated as such. We endeavor to provide levels of service that exceed the expectations of all our customers.



We believe that our employees are our greatest asset as demonstrated in their professionalism and dedication. We encourage open communications and strive to cultivate an entrepreneurial environment in which our employees feel highly responsible for the performance of the bank, and an environment where they will contribute new ideas and innovations that will help us excel.



We seek to enhance stockholder value by continually improving the quality of earnings, growth in earnings, return on equity and dividend payout.




We strive to be a socially responsible corporate citizen by supporting community activities and encouraging our employees to be actively involved in our communities. We are committed to the success of the communities that we serve, the same communities our employees call home. Our goal is to participate in making our communities better places in which to live, work and play.



**FIRST  
GUARANTY  
BANK**

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**See what  
we have  
to offer:**

# Things to Know



## Your Debit Card

You may continue to use your The Union Bank Debit Card until March 30, 2020. Your new FGB MasterCard® Debit Card will arrive 7-10 days before conversion date. On March 30, 2020, please begin using your newly issued FGB MasterCard® Debit Card. To be ready for use on March 30th, you may activate your card and select your PIN the day you receive it.

**Important note:** During the weekend of conversion (March 27-29), debit cards will be processing with lower daily purchasing and withdrawal limits. We encourage you to plan accordingly and have cash or alternate payment methods available during this time frame.



## Your Checks

You may continue using your The Union Bank checks and deposit tickets. There will be no interruption in your usage of these items.



## Recurring Deposits, Payments, & Transfers

Your current direct deposits will continue with no interruption. Automatic transfers will also continue as scheduled unless we notify you.



## Bill Pay & Online Banking

Effective at 1:00 pm on March 27, 2020, you will be unable to access The Union Bank's online banking and bill pay. Beginning March 30, 2020, you will be able to access FGB's online banking. You will not need to re-enroll, your User ID will remain the same\* as it is today **except it will convert over as all lower case letters**. You will use a temporary passcode which can be found on page 20 of this booklet.

Additionally, you will not have to re-enroll in bill pay. All of your biller information and eBills will convert over to the new system with no action from you. All scheduled payments will go out as planned.

**Recurring internal transfers in online banking will not convert over. Additionally, if you added nicknames to your current accounts, these will not convert over. You will need to re-establish both of these once you log in to the FGB online banking system.**

**\*There may be a few User IDs that are duplicates. We will send correspondence to those account holders regarding this.**



## Telephone Banking

Once conversion takes place, you may call FGB's 24 Hour Telephone Banking at 1.844.367.6355. You will need to re-enroll for this service.





## Mobile Banking (Mobiliti)

Effective at 1:00 pm on March 27, 2020, you will be unable to access Mobiliti. On Monday, March 30, 2020, we encourage you to visit the Apple and Google Play app stores to download the First Guaranty Bank app by searching MyFGB. You will log in with the credentials you use when logging into online banking.

All consumer mobile app users will be eligible for Mobile Check Deposit – which is a feature in the MyFGB app.

**Note:** You must login to Online Banking on a desktop computer before logging into the MyFGB app.



## Certificates of Deposits & IRAs

Your Certificates of Deposit and Individual Retirement Accounts will continue with the same interest rate and term until maturity. First Guaranty Bank will replace The Union Bank as your IRA custodian.



## eStatements

If you are currently receiving eStatements, you will not need to re-enroll for them.



## Safe Deposit Boxes

The fees you currently pay for your safe deposit boxes will remain as is until December 2020. Effective, January 1, 2021, the fees for safe deposit boxes will be as follows:

|       |         |
|-------|---------|
| 3x5   | \$30.00 |
| 3x10  | \$45.00 |
| 5x5   | \$40.00 |
| 5x10  | \$55.00 |
| 10x10 | \$75.00 |



## ATMs

You may use any FGB and The Union Bank ATM at no charge. The Union Bank ATMs at the Paragon Casino will still charge customers a \$2.00 withdrawal fee.



## More Questions

Feel free to stop in at one of our local branches or give our Customer Support Center a call at 888.375.3093.

# Schedule of Miscellaneous Fees & Service Charges

The following fees may be assessed against your account, if applicable. (All fees are per item unless otherwise indicated.)

## Internet, 24-Hour Banking, & Convenience Services Fees

|  |         |
|--|---------|
| <b>Bill Pay</b> (Unlimited Transactions)       | FREE    |
| <b>Debit MasterCard®</b>                       |         |
| Replacement Card Fee                           | \$5.00  |
| Delivery Charge (2 business day delivery)      | \$25.00 |
| Overnight Express Delivery Charge              | \$35.00 |
| <b>International/Foreign Currency</b>          |         |
| Cross-Border Transaction Fee (per transaction) | 0.9%    |
| Currency Conversion Fee (per transaction)      | 0.2%    |

### ATM Fees (owned/operated by First Guaranty Bank)

|                                  |        |
|----------------------------------|--------|
| ATM INQ                          | FREE   |
| ATM WD                           | FREE   |
| ATM WD (Paragon Casino location) | \$2.00 |

### Foreign ATM Fees (not owned/operated by First Guaranty Bank)

|             |        |
|-------------|--------|
| ATM INQ Fee | \$2.00 |
| ATM WD Fee  | \$2.00 |

## Additional Services & Fees

### Check Collection Items

|  |         |
|--|---------|
| Domestic                                       | \$25.00 |
| International                                  | \$50.00 |
| <b>Charge Back Fee</b> (return deposit checks) | \$5.00  |
| <b>Early Account Closing</b> (within 90 days)  | \$25.00 |
| <b>Levies/Garnishments</b> (per occurrence)    | \$50.00 |

### Safe Deposit Box

|  |                              |
|--|------------------------------|
| Annual Rental Fee                      | Varies according to box size |
| Drilling Fee                           | Varies                       |
| Replacement of Lost Key                | \$35.00                      |
| <b>Dormant Account Fee</b> (per month) | \$5.00                       |

*(Applies to accounts with balances less than \$500.00 any day in the statement cycle and excludes IOLTA accounts. A checking/transaction account will become dormant after 1 year if no customer-initiated activity occurs on the account. A savings account will become dormant after 2 years if no customer-initiated activity occurs on the account. Customer initiated activity that would prevent the account from going into a dormant status is a deposit to or a withdrawal from your account.)*

### Research and Special Assistance Services

|                                    |            |
|------------------------------------|------------|
| Research/Assistance (\$5.00 min)   | \$25.00/hr |
| Copies (per page)                  | \$3.00     |
| Statement Printout (per statement) | \$5.00     |

### Night Depository Service

|   |         |
|---|---------|
| Night Depository Service Fee (per year) | \$20.00 |
| Night Depository Locked Bag             | \$26.00 |

### Official Checks

|   |         |
|---|---------|
| <b>Stop Payments</b> (request or renewal) | \$35.00 |
|---|---------|

### Verification of Deposit/Mortgage

|  |         |
|--|---------|
|  | \$25.00 |
|--|---------|

### Wire Transfer

|  |         |
|--|---------|
| Incoming   | \$25.00 |
| Domestic Outgoing  | \$25.00 |
| International Outgoing                                   | \$50.00 |
| <b>Overdraft (OD) Paid Item/NSF Return Item Charge**</b> | \$35.00 |

*(Personal/Consumer Accounts only—we will charge a combined total of no more than six (6) NSF Return Item and OD Paid Item charges per day)*

*\*\*Overdraft Paid Item/NSF Return Item charges apply to any items presented against insufficient funds in your account, including a check, in-person withdrawal, ATM withdrawal, debit card transaction, or withdrawal by any other manual or electronic means whatsoever. This charge does not apply to overdrafts created by ATM or everyday debit card transactions unless you affirmatively consent (opt-in) for us to authorize and pay those transactions.*

### Overdraft Protection Service Fee (per month) (additional charges may apply)

\$2.00

## POSTING ORDER OF ITEMS

To assist you in handling your account with us, we are providing you with the following information on how we post transactional items to your account. On each bank processing day, deposits and credit items post before debit items. Debit items post upon receipt in the following order:

1. ATM/Debit Card transactions in authorization time and date order.
2. Wire Transfers, Phone Transfers, Online Banking Transfers, On-Ups Items Cashed, in check number order, if not in low to high dollar amount.
3. On-Ups Items Deposited, in check number order
4. Preauthorized Transfers, ACH Transactions, Checks and Similar Items, in check number order, if not in low to high dollar amount.
5. Debits related to fees assessed to your account.

**Note:** At times, certain debit items may not post in the above order due to missing or erroneous data or circumstances beyond our control.

The Fee Schedule is subject to change. We encourage you to keep careful records and practice good account management. Effective as of 3/30/2020.



The following chart outlines the new products you will be moved into as a First Guaranty Bank customer, effective 3/30/2020. See page 10 for Schedule of Miscellaneous Fees.

| PERSONAL ACCOUNTS         |                                    |
|---------------------------|------------------------------------|
| The Union Bank            | First Guaranty Bank                |
| Regular Personal Checking | Active Club Checking               |
| Regular Personal Checking | Affinity Checking (if 55 and over) |
| Free & Easy Checking      | Active Club Checking               |
| Free & Easy Checking      | Affinity Checking (if 55 and over) |
| NOW Personal              | Guaranty Plus Checking             |
| Regular Savings           | Regular Savings                    |
| Employee Regular Savings  | Regular Savings                    |
| Herman's Club Savings     | Regular Savings                    |
| Student Savings           | Regular Savings                    |
| Christmas Club Savings    | Christmas Club Savings             |

**The following benefits are included in your personal account:**

- Online and Mobile Banking – including Mobile Check Deposit
- eStatements (excludes Christmas Club)
- Bill Pay
- “Notify Me” Email and Text Alerts
- 24 Hour Telephone Banking

## Truth in Savings Act

### ACTIVE Club Checking

- \$25 minimum deposit to open
- \$6 monthly service charge (may be reduced or eliminated\*)
  - If owner is 25 years of age or younger, charge is waived
- Unlimited check writing, deposits and withdrawals
- Club Benefits\*\*
  - ID Protect® – Identity Theft Monitoring and Resolution Service
  - Cell Phone Protection – cell phone bill must be paid using this account
  - VIP Concierge Service – receive personal assistance with emergency travel and other concierge services

**\*Ways to reduce or eliminate the service charge:**

- Keeping a \$1,000 average monthly balance OR \$2,500 COMBINED average monthly balance (combined accounts are eligible consumer DD, SAV, MM – additional Active Club, Advantage Club, CDs and IRAs are excluded from combined calculation) to eliminate the \$6 monthly service charge. The average monthly balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.
- Using your debit card each month to get a discount of \$0.15 per transaction (up to \$6)

The discount can reduce or eliminate your monthly service charge. The calculation of fees and discounts is performed during each monthly statement cycle based on balances and activity posted during that cycle. If the discounts exceed the fees for any period, you will be assessed no fee, but you will not be paid, carry forward or otherwise receive credit for any excess discounts.

\*\*Some benefits require registration and activation or have age restrictions. Please refer to the actual Guide to Benefits and/or insurance documents for complete details of terms and conditions, coverage and exclusions. These will be mailed to those customers mapped into this account in April 2020. Coverage is provided through the company named in the Guide to Benefits or on the certificate of insurance. Insurance products are not deposits, are not FDIC insured, are not insured by any federal governmental agency, and are not guaranteed by the bank or any bank affiliate.

# Account Mapping Guide

## Personal Accounts

### Guaranty Plus Checking

- \$100 minimum deposit to open
- \$12 monthly service charge if the minimum balance falls below \$1,500 any day during the statement cycle
- Variable Interest Rate<sup>1</sup> — Interest is earned according to the following tiers:

| Guaranty Plus Checking       | RATE | APY      |
|------------------------------|------|----------|
| \$0 to \$1,499.99            | .05% | .05% APY |
| \$1,500.00 to \$99,999.99    | .07% | .07% APY |
| \$100,000.00 to \$999,999.99 | .12% | .12% APY |
| Balances over \$999,999.99   | .30% | .30% APY |

- Unlimited check writing, deposits and withdrawals
- Interest will be accrued daily and credited to your account monthly

### Affinity Checking: Must be 55 years of age or older

- \$25 minimum deposit to open
- No monthly service charge
- Unlimited check writing, deposits and withdrawals

### Regular Savings

- \$100 minimum deposit to open
- \$3 minimum balance requirement fee
  - Assessed if balance falls below \$200 any day during the month
- \$25 minimum deposit to open for a minor under age 18
  - No fee for minor accounts
- Three (3) complimentary withdrawals each month
  - Withdrawal fee of \$2 per transaction over the three allotted
- Variable Interest Rate<sup>1</sup>: .05% Interest Rate, .05% APY
- Transfers from a Savings Account to another account or to third parties by preauthorized, automatic, computer or telephone transfer are limited to six (6) per month, whether initiated by check, draft, debit card, if applicable, or similar order to third parties
- Interest will be accrued daily and credited to your account quarterly

### Christmas Club Savings

- \$5 minimum deposit to open
- No monthly service charge
- Variable Interest Rate<sup>1</sup>: .05% Interest Rate, .05% APY
- Monthly deposits\*\*
- Disbursements are made in October by auto transfer to another FGB account
- Accounts will auto renew
- Interest will be accrued daily and credited to your account annually

<sup>1</sup>APY = Annual Percentage Yield. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the positive collected balance in the account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of non cash items (for example, checks). If you close your account before interest is credited you will not receive your accrued interest. At our discretion, we may change the interest rates for this account. Effective date of this rate is February 10, 2020. For current rates, go to [fgb.net](http://fgb.net), call Customer Support Center or visit your local branch.

\*\*Deposit amounts will be the amount agreed upon at the time of opening. All accounts require an Automatic Funds Transfer from another FGB account of at least \$5 monthly. You may make additional deposits to a teller at any time. If any withdrawal is made from this account before the end of the club term then this account may be closed.

**Sometimes life gets hectic; mistakes can be made. We get that! So, we've taken the liberty of jotting down a few tips to help you avoid mistakes and manage your account wisely.**

## Use account alerts.

It's a good idea to keep track of your balance and transactions in your account – and don't forget about automatic payments, too. FGB has online and mobile banking to make keeping up with your accounts even easier. Want a more proactive approach? Through online banking, you can set up email and text alerts to automatically notify you when your balance gets low. Lastly, set aside time each week to go over your balance and transaction history. This will help you minimize the risk of overdrafts and also aid you in identifying any fraudulent activity as well.

## Spend wisely.

Never write a check or use your debit card for a charge that is more than you have in your account. If you need help managing your finances, think about creating a budget. Comparing how much and where you spend with how much you deposit may decrease your odds of overdrawing your account.

## Deposit your money quicker.

Consider using direct deposit for your paycheck. You will have access to your money quicker than having to wait to go to the bank. If you don't have that option – download the MyFGB app and use our mobile check deposit.

## Put your money to work for you.

Sign up for FGB's Courtesy Sweep. With this service you make arrangements to automatically transfer funds from one of your other FGB accounts (checking or savings) to an account that you use frequently. Or, if you'd like, you can also arrange to transfer funds from one of your FGB Credit Cards to that account. This service must be set-up in advance of an NSF item transaction and is \$2 per month. For more information, call your local Relationship Banker.

## Keep a clean financial house.

Don't allow old checks to sit around collecting dust. Destroy any voided or unused checks or deposit slips. Update any changes in your personal information and report stolen checks or debit cards immediately.



# Courtesy Pay

## Personal Accounts

### Courtesy Pay

#### HOW IT WORKS

At our discretion, we will strive to pay any non-sufficient fund items, which may be presented against your account instead of returning the item unpaid.

Includes:

- Checks
- Recurring debit card transactions
- ACH items
- Automatic Bill Payments

*This service is automatically applied, if eligible. Refer to the Courtesy Pay Policy on page 40.*

#### FEES

**Overdraft (OD) Paid Item Charge:**  
**\$35 per item**

**NSF Return Item Charge:**  
**\$35 per item**

Personal/Consumer Accounts only – we will charge a combined total of no more than six (6) NSF Return Item and OD Paid Item charges per day.

#### HOW TO REVOKE

Visit your local branch, call or go online.

### Courtesy Pay Plus

#### HOW IT WORKS

We will not authorize and pay overdrafts on ATM and everyday debit card transactions, unless you authorize us to by enrolling in Courtesy Pay Plus.

Includes:

- ATM transactions
- Everyday debit card transactions

**If you do not authorize this service:** Overdraft Transactions are declined. No fee will be charged on ATM and everyday debit card transactions.

**If you want this service, you must opt in.**

#### FEES

**Overdraft (OD) Paid Item Charge:**  
**\$35 per item**

**NSF Return Item Charge:**  
**\$35 per item**

Personal/Consumer Accounts only – we will charge a combined total of no more than six (6) NSF Return Item and OD Paid Item charges per day.

#### HOW TO ADD OR REVOKE

Visit your local branch, call, go online or

### Courtesy Sweep

#### HOW IT WORKS

In the event insufficient funds are available in your checking account, Courtesy Sweep will automatically transfer funds from the account(s) that you designate.

#### **Checking, Savings, & Money Market Accounts**

Automatic transfers from available funds in your savings account to your checking account to cover each overdraft item.

Savings accounts & money markets have withdrawal limitations and these transfers are included in those limits.

#### **FGB Credit Card**

Automatic transfers from available funds in your designated Credit Cards to your checking account to cover each overdraft item.

*Customer must apply and be approved under a separate application prior to use.*

#### FEES

**\$2/month**  
on each individual linked account/  
service authorized.

#### HOW TO ADD OR REVOKE

Visit your local branch.

**TO OPT IN, FILL OUT THIS FORM & MAIL TO US**



## Courtesy Pay Plus Program – Decision Form

What you need to know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we strive to pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your FGB account.
2. We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more ask us about these plans.

| What are the <b>standard overdraft practices</b> that come with my FGB account? |   |
|---|---|
| We <u>do</u> authorize and strive to pay overdrafts for these transactions:     | <ul style="list-style-type: none"> <li>• Checks and other transactions using your checking account number</li> <li>• Automatic bill payments</li> </ul> |
| We <u>do not</u> authorize and pay overdrafts for these transactions            | <ul style="list-style-type: none"> <li>• ATM transactions</li> <li>• Everyday debit card transactions</li> </ul>  |

Overdrafts are paid at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

### What fees will I be charged if First Guaranty Bank pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee (OD PAID ITEM CHARGE) of \$35.00 each time we pay an overdraft item.
- We will charge you a combined total of no more than six (6) NSF Return Item and OD Paid Item charges per day.

### What if I want First Guaranty Bank to authorize and pay overdrafts on my ATM & everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions you must enroll in our Courtesy Pay Plus service, please:

- Call our Customer Support Center at 1-888-375-3093.
- Complete the form below and bring it to your nearest branch or mail it to:
  - First Guaranty Bank, Attn: Deposit Operations, PO Box 2009, Hammond, LA 70404

I do not want FGB to authorize and pay overdrafts on my ATM and everyday debit card transactions.

I want FGB to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Name on Account: \_\_\_\_\_

Account Number\*: \_\_\_\_\_

|           |      |
|-----------|------|
| Signature | Date |
|-----------|------|

\*Each account to be enrolled in our Courtesy Pay Plus Program must be submitted separately.

For Internal Use Only

Received by: \_\_\_\_\_ | Date: \_\_\_\_\_  
Bank Representative

Completed by: \_\_\_\_\_ | Date: \_\_\_\_\_  
Deposit Operations Representative





The following chart outlines the new products you will be moved into as a First Guaranty Bank customer, effective 3/30/2020. See page 10 for Schedule of Miscellaneous Fees.

| <b>BUSINESS ACCOUNTS</b>      |                                |
|-------------------------------|--------------------------------|
| <b>The Union Bank</b>         | <b>First Guaranty Bank</b>     |
| Commercial Checking           | Small Business Checking        |
| NOW Commercial                | Sole Proprietor/Non-Profit NOW |
| NOW Churches                  | Sole Proprietor/Non-Profit NOW |
| Public Funds                  | Non-IBA Public Funds           |
| Avoyelles Parish School Board | Non-IBA Public Funds           |
| NOW Public Funds              | IBA Public Funds Checking      |
| Money Market Commercial       | Guaranty Money Market Business |
| Regular Savings               | Business Savings               |
| Regular Savings Public Funds  | Public Funds Savings           |

**The following benefits are included in your business account:**

- Online and Mobile Banking – including Mobile Check Deposit
- Bill Pay (excludes Public Fund Accounts)
- 24 Hour Telephone Banking
- eStatements
- “Notify Me” Email and Text Alerts

## Truth in Savings Act

### Small Business Checking

- \$100 minimum deposit to open
- \$10 monthly service charge if the minimum balance falls below \$1,500 any day during the monthly statement cycle
- 200 items per month included at no charge
- A fee of \$0.50 per item will be charged for each transaction in excess of 200 per statement cycle, including debit (SC Debits), credits (SC Credits) or deposits (Deposited Item)
- Transaction items do not include purchases and payments made using a First Guaranty Bank Business Debit Card

### Sole Proprietor/Non Profit NOW

- \$100 minimum deposit to open
- \$12 monthly service charge if the minimum balance falls below \$1,000 any day during the statement cycle
- \$0.15 per posted check, deposit ticket and item deposited
- Variable Interest Rate<sup>1</sup> – Interest is earned according to the following tiers:

| <b>Sole Proprietor/Non Profit NOW</b> | <b>RATE</b> | <b>APY</b> |
|---------------------------------------|-------------|------------|
| \$0 to \$1,499.99                     | .05%        | .05% APY   |
| \$1,500.00 to \$99,999.99             | .07%        | .07% APY   |
| \$100,000.00 to \$999,999.99          | .12%        | .12% APY   |
| Balances over \$999,999.99            | .30%        | .30% APY   |

- Interest will be accrued daily and credited to your account monthly

# Account Mapping Guide

## Business Accounts

### Non-IBA Public Funds

- \$100 minimum deposit to open
- \$10 monthly service charge
- \$0.15 per posted check, deposit ticket and items deposited

### IBA Public Funds Checking

- \$100 minimum deposit to open
- No monthly service charge
- Variable Interest Rate
- Interest will be accrued daily and credited to your account monthly

### Guaranty Money Market Business

- \$1,500 minimum deposit to open
- \$15 monthly service charge if the minimum balance falls below \$1,500 any day during the statement cycle
- Variable Interest Rate<sup>1</sup> – Interest is earned according to the following tiers:

| Guaranty Money Market Business | RATE | APY      |
|--------------------------------|------|----------|
| \$0 to \$1,499.99              | .00% | .00% APY |
| \$1,500.00 to \$99,999.99      | .05% | .05% APY |
| \$100,000.00 to \$999,999.99   | .15% | .15% APY |
| Balances over \$999,999.99     | .35% | .35% APY |

- Transaction limitations – Transfers from a Money Market Account to another account or to third parties by preauthorized, automatic, computer or telephone transfer are limited to six (6) per month, whether initiated by check, draft, debit card, if applicable, or similar order to third parties. A \$15 fee will be charged for each transaction in excess of these limitations
- Interest will be accrued daily and credited to your account monthly

### Business Savings

- \$100 minimum deposit to open
- \$3 minimum balance requirement fee
  - Assessed if balance falls below \$200 any day during the month
- Three (3) complimentary withdrawals each month
  - Withdrawal fee of \$2 per transaction over the three allotted
- Variable Interest Rate<sup>1</sup>: .05% Interest Rate, .05% APY
- Transfers from a Savings Account to another account or to third parties by preauthorized, automatic, computer or telephone transfer are limited to six (6) per month, whether initiated by check, draft, debit card, if applicable, or similar order to third parties
- Interest will be accrued daily and credited to your account quarterly

### Public Funds Savings

- \$100 minimum deposit to open
- \$6 minimum balance requirement fee, charged quarterly
  - Assessed if balance falls below \$200 any day during the quarter
- Three (3) complimentary withdrawals each quarter
  - Withdrawal fee of \$2 per transaction over the three allotted
- Variable Interest Rate
- Transfers from a Savings Account to another account or to third parties by preauthorized, automatic, computer or telephone transfer are limited to six (6) per month, whether initiated by check, draft, debit card, if applicable, or similar order to third parties
- Interest will be accrued daily and credited to your account quarterly

<sup>1</sup>APY = Annual Percentage Yield. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the positive collected balance in the account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of non cash items (for example, checks). If you close your account before interest is credited you will not receive your accrued interest. At our discretion, we may change the interest rates for this account. Effective date of this rate is February 10, 2020. For current rates, go to [fgb.net](http://fgb.net), call Customer Support Center or visit your local branch.



### Courtesy Pay

#### HOW IT WORKS

At our discretion, we will strive to pay any non-sufficient fund items, which may be presented against your account instead of returning the item unpaid.

Includes:

- Checks
- Automatic Bill payments
- ATM transactions
- Recurring and everyday debit card transactions
- ACH items

*This service is automatically applied, if eligible. Refer to the Courtesy Pay Policy on page 40.*

#### FEES

**Overdraft (OD) Paid Item Charge:**

**\$35 per item**

**NSF Return Item Charge:**

**\$35 per item**

#### HOW TO REVOKE

Visit your local branch, call or go online.

### Courtesy Sweep

#### HOW IT WORKS

In the event insufficient funds are available in your checking account, Courtesy Sweep will automatically transfer funds from the account(s) that you designate.

##### **Line of Credit**

Automatic transfers from available funds in your designated Line of Credit to your checking account to cover each overdraft item.

*Customer must apply and be approved under a separate application prior to use.*

##### **Checking, Savings, & Money Market Accounts**

Automatic transfers from available funds in your savings account to your checking account to cover each overdraft item.

Savings accounts & money markets have withdrawal limitations and these transfers are included in those limits.

##### **FGB Credit Card**

Automatic transfers from available funds in your designated Credit Cards to your checking account to cover each overdraft item.

*Customer must apply and be approved under a separate application prior to use.*

#### FEES

**\$2/month**

on each individual linked account/service authorized.

#### HOW TO ADD OR REVOKE

Visit your local branch.

# Online Banking

**Get access to your accounts anytime & anywhere  
with our online banking platform!**

**Please be aware of the following key points as they relate to online banking during the conversion.**

On **March 27<sup>th</sup>** The Union Bank's Online Banking will be disabled in preparation for the First Guaranty Bank conversion.

On **March 30<sup>th</sup>** you will have access to online banking at [www.fgb.net](http://www.fgb.net)

**Follow these easy steps to log in:**

## **1. Enter User ID and temporary passcode**

**User ID:**

Enter your current Online Banking user ID from The Union Bank all in lower case

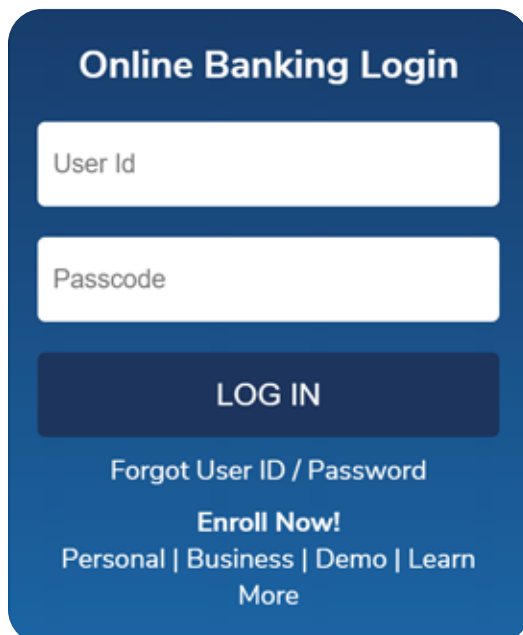
**TEMPORARY PASSCODE:**

**Consumer Users:** User ID plus last 3 of the SSN all in lower case.

Example: jsmith123

**Business Users:** User ID plus last 3 of Business TIN all in lower case.

Example: dairyqueen987



The image shows a blue-themed login interface. At the top, it says "Online Banking Login". Below that are two white input fields: "User Id" and "Passcode". Underneath the fields is a dark blue button with the text "LOG IN" in white. Below the button, there is a link "Forgot User ID / Password". At the bottom, there is a link "Enroll Now!" followed by a row of links: "Personal | Business | Demo | Learn More".

## 2. Create a permanent passcode

Create a permanent passcode that is a minimum of 8 digits in length. It must contain 1 numeric and 1 alpha character. Passcodes are case sensitive.

**Temporary Passcode:**

**New Passcode:**

**Confirm New Passcode:**

## 3. Enter email & create security questions

You will be required to enter your email address.

**Please note:** There may be instances in which we send you an OTP (One Time Pin) for security purposes to this email address. That OTP will need to be entered before gaining access to the system.

You will be required to set-up 3 security questions and answers.

**Please note:** Until the system recognizes your login credentials there may be instances where you may need to answer these questions before gaining access to the system.

**Primary email address:**

**Verify Primary Email Address:**

Please select three Security Verification Questions and Answers below:

| Security Verification Question          | Answer               |
|---|----------------------|
| <input type="text" value="Select One"/> | <input type="text"/> |
| <input type="text" value="Select One"/> | <input type="text"/> |
| <input type="text" value="Select One"/> | <input type="text"/> |

[Show My Security Answers](#)

## 4. Accept new Online Banking disclosures

**Once you have completed these steps, you will then have access to Online Banking**

- All bill payments scheduled will continue to process without any interruption
- All internal transfers scheduled after 3/27/2020 will need to be rescheduled within the new Online Banking system
- You must login to Online Banking on a desktop computer before using the MyFGB app

\*Your mobile carrier may access data charges depending upon your individual plan.

# Mobile Banking & SecurLOCK™

## MyFGB App: mobile banking made easy!

Take fanatical banking wherever you go with the convenience of the MyFGB app. Bank on the go with easy mobile check deposit, seamless money transfers and convenient bill pay – all in palm of your hand.



### Transfer Money

Transfer funds for your various FGB accounts with ease



### Find ATM/ITM & Branch Locations

Find the ATM, ITM or branch closest to your current location



### Deposit Checks

Deposit your checks with a snap to save yourself time



### Pay Bills

Pay all your bills in the app for your convenience

To learn more or to download the FREE app, search MyFGB in your app store.



## CARD PROTECTION & PEACE OF MIND IN THE PALM OF YOUR HAND

Download the app that gives you the ultimate control

- **Protect your cards** – directly from your phone
- **Left a store without your card?**  
Lock it until you get it back.
- **Providing a card to your college-bound child?**  
Receive alerts and monitor their spending.
- **Shopping around the neighborhood?**  
Set the card to work only where you are.



To learn more or to download the FREE app, search SecurLOCK™ Equip in your app store.



\*Your mobile carrier may access data charges depending upon your individual plan.

Mobile Pay is a convenient way to electronically load your FGB credit or debit card into mobile wallet/app and pay for things you need right from your smartphone, smartwatch or tablet. And since it's password protected by the security of the app and your phone, it's much safer than carrying around cards that can be stolen.

- **Easy to setup & easy to use**
- **Pay with your smartphone**
- **Shop almost anywhere**
- **Your card number is never shared with the merchant & is not stored on the device**



## Add a card with ease:

1. Download, or open if already installed on your phone, one of these applications:



Google Pay



Samsung Pay

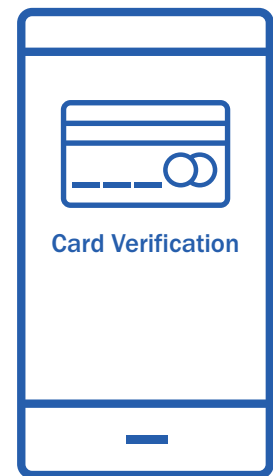
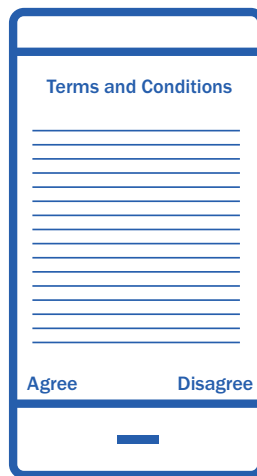


Apple Pay

2. Add a FGB Debit of Credit Card

3. Accept Terms & Conditions

4. Complete Verification (if required)



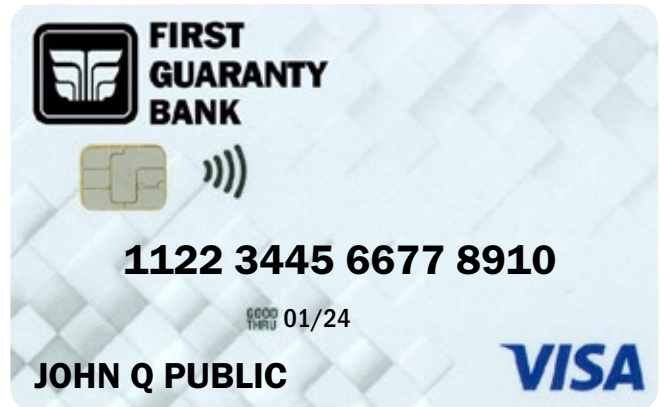
\*Your mobile carrier may access data charges depending upon your individual plan.

# Credit Cards

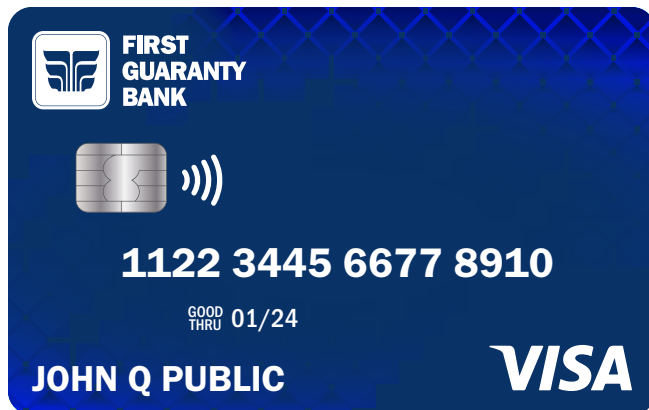
Life should be easy & we have the credit cards to help make it that way.

## FGB Visa® Secured Credit Card

Secure your future with a **FGB Visa® Secured Credit Card**. This card looks and works like any other credit card; it may also help establish and strengthen your credit. You get to set your own credit limit with a refundable security deposit while all account activity is reported to the major credit bureaus on a monthly basis.



Actual card may differ.



Actual card may differ.

## FGB Visa® Rewards Credit Card

Reward yourself with the **FGB Visa® Rewards Credit Card**. It is accepted at thousands of locations worldwide for just about any type of purchase you can dream up. You earn points for every net retail purchase - those rewards can then be redeemed for brand name merchandise, exciting travel rewards, as well as, convert your points straight to cash.

## FGB Visa® Business Credit Card

Your business has lots of needs – the biggest is money! With the **FGB Visa® Business Credit Card**, you get rewarded for all your business spending. You earn points for every net retail purchase - those rewards can then be redeemed for brand name merchandise, exciting travel rewards, as well as, convert your points straight to cash.



Actual card may differ.

## Ways to apply

**Go to your nearest branch to fill out an application today!**



## Searching for a home or ready to refinance?

- Interim Construction Loans
- Conventional Fixed Rate Loans
- Government Guaranteed Loans
- In House Mortgages
- HELOC
- Land Loans

# WE DO IT ALL!



## What do I need to get started?

### Income Items:

- Most recent pay stubs covering a 30 day period
- W2 forms for the two most recent years
- Federal tax returns (1040's) for the last two years, including all schedules
- Year-to-Date Profit and Loss Statement (for self employed)
- Corporate or Partnership tax returns (if you own more than 25% of the business)
- Pension Award Letter (for retired individuals)
- Social Security Award letters (for those on Social Security)
- If alimony and/or child support will be utilized for qualification purposes, please provide divorce decree or child support order along with proof of receipt of payment for the last most recent 12 month period (i.e. cancelled check or bank statement)

### Asset Items:

- Complete bank statements for two most recent months
- Statements for two months on all stocks, mutual funds, bonds, etc
- Copy of latest 401K statement or other retirement assets



NMLS #643809

## Ways to apply

### ONLINE

[www.fgb.net/mortgage/apply-now](http://www.fgb.net/mortgage/apply-now)

### IN BRANCH

**Mortgage Lending Department**  
**985.375.0335**

# Loans

**We offer a variety of loan products** – whether it’s an equipment loan for your small business or simply a personal loan to assist with home repairs. We’re here to help with all life’s challenges, the expected and the unexpected.



## PERSONAL LOANS

- Automobile
- Recreational
- Unsecured



## BUSINESS LOANS

- Automobile
- Term
- Real Estate
- Interim Construction
- Agricultural & Equipment
- Line of Credit
- Letter of Credit
- Small Business Administration
  - Preferred SBA Lender



## For more information

### ONLINE

**Check out our loan pages  
on [fgb.net](http://fgb.net)**

### IN BRANCH

**Speak to a  
Financial Relationship Manager**

**Increase productivity and profitability with our comprehensive cash management services. Separate agreements are required for these services.**

## ACH Origination

With FGB's ACH Origination, you have the ability deposit and draft payments electronically via the Automated Clearing House. Common uses include payroll direct deposit, billing direct debits, or to simply consolidate funds from multiple financial institutions.

## Remote Deposit Capture

Still sending employees to the bank to make deposits? Those days can be over with Remote Deposit Capture. This powerful service allows you to make deposits from the comfort of your office at any time of the day. Fast, easy, and convenient.

## Positive Pay

Our Positive Pay service is a fraud protection service providing a trouble-free way of monitoring checks clearing an account.

## Lockbox Services

Payments made by your customer are directed to a post office box. FGB then retrieves the payments and deposits the funds directly into your business account. This service combines convenience, safety, and timely availability of your funds to your business.

## ACH Debit Block/Filter

This service gives you the power to control debits that may affect your account. ACH Debit Block prevents ACH debits from posting to your account. ACH Debit Filter allows you to choose only specific ACH debits to clear your account.

## Wire transfers

Perform Wire Transfers without a trip to the bank via customer's online banking suite. Funding Time, Cut Off Times, & Security protocols from the Wire Department remain the same.

## MERCHANT SERVICES

**A product of Cash Management**

**Expanding your customer's payment options at the point-of-sale means expanding your opportunities for sales**



DISCOVER



VISA

- Affordable & Transparent Fees
- Increased Sales Channels
- Keeping the Tax Base Local
- 24/7/365 Support
- Customized Merchant Solutions
- Industry Experience
- Safety & Security
- Innovative Reporting Tools
- Local Representatives



**For more information**

**Call our Cash Management Specialist**

**Holly Tamburello | 985.348.0563**

# Terms & Conditions

## NOTICE OF CHANGE TO THE TERMS AND CONDITIONS OF YOUR ACCOUNT

The Terms and Conditions changes are effective March 27, 2020

**Important changes to the terms and conditions of your account** – This is a notice of changes to the Terms and Conditions of your account with us. Your account(s) shall be governed by the following terms and conditions. Continued use of your account(s) after receipt of these terms and conditions constitutes acceptance of, and agreement to, the terms and conditions. The following sections have changes you should review: WITHDRAWALS, UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES (new section), STOP PAYMENTS, STATEMENTS, AND ACCOUNT SECURITY.

## TERMS AND CONDITIONS OF YOUR ACCOUNT

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

### AGREEMENT

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Louisiana and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

### LIABILITY

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

Each of you also agrees to be jointly and severally (in solido) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

### DEPOSITS

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers

to verify or guarantee their indorsements, or indorse in our presence.

## WITHDRAWALS

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

## UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance. Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date. As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

# Terms & Conditions

**Funds availability** - Knowing when funds you deposit into your checking account will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

## OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account** - This is an account in the names of two or more persons. Any one of such persons, acting alone, has complete access to the account. Upon the death of any party to such account, we are permitted to pay the account balance to the surviving parties, but this authority protects us only. The surviving joint parties may be liable to the heirs, legatees, or creditors of the deceased party to the extent the funds withdrawn by the survivors were owed to the deceased. If any party to a joint account sends notice to us to prevent withdrawals from the account by another party or parties, we may require the party to withdraw the balance and close the account or we may refuse to allow any further withdrawals from the account except upon the written consent of all parties to it. The remedy we choose is entirely at our discretion.

**Revocable Trust or Pay-on-Death Account** - If two or more of you create such an account, you own the account jointly and the respective interests of each of you shall be deemed equal, unless otherwise stated in our account records. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, unless otherwise stated in our account records. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

## BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

## STOP PAYMENTS

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

## TELEPHONE TRANSFERS

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account are described elsewhere.

## AMENDMENTS AND TERMINATION

We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

## NOTICES

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

## STATEMENTS

**Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

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

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

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

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

## ACCOUNT TRANSFER

This account may not be transferred or assigned without our prior written consent.

## DIRECT DEPOSITS

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

## SETOFF

We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

## AUTHORIZED SIGNER (Agent) (Individual Accounts only)

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

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

## AUTHORIZED SIGNERS ON BUSINESS ACCOUNTS

Your signature card identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services, and otherwise give us instructions regarding your account. Although your signature card may indicate that more than one signature is required on checks and for the withdrawal of funds that notation is principally for your own purposes. We do not assume a duty to support multiple signatures requirements. As such, we assume no duty to confirm that two or more (or any combination) of authorized signers have approved any transaction. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of any one authorized signer. Although we may attempt on occasion to enforce the multiple signature requirement shown on your signature card (such as by refusing to permit a transaction by less than the stated number of authorized signers), we may cease doing so at any time and without prior notice to you.

# Terms & Conditions

## RESTRICTIVE LEGENDS OR INDORSEMENTS

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

## FACSIMILE SIGNATURES

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

## CHECK PROCESSING

We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

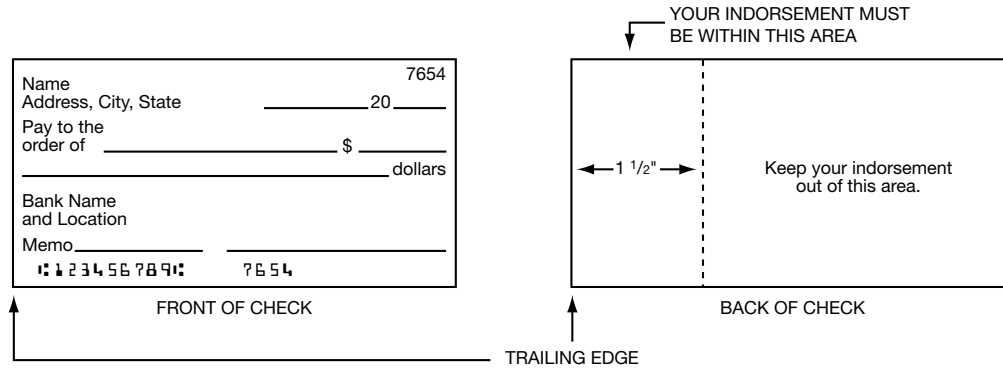
## CHECK CASHING

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

## INDORSEMENTS

We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine. To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

## DEATH OR INCOMPETENCE

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

## FIDUCIARY ACCOUNTS

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



## CREDIT VERIFICATION

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

## LEGAL ACTIONS AFFECTING YOUR ACCOUNT

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

## ACCOUNT SECURITY

**Duty to protect account information and methods of access** - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

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

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

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

## TELEPHONIC INSTRUCTIONS

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

## MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us, and further consent to contact not subject to TCPA. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

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

## CLAIM OF LOSS

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

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

## EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)

We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

# Terms & Conditions

## ADDRESS OR NAME CHANGES

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

## RESOLVING ACCOUNT DISPUTES

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

## WAIVER OF NOTICES

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

## ACH AND WIRE TRANSFERS

This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial 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. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

## POWER OF ATTORNEY

You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

## STALE-DATED CHECKS

We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

## FDIC INSURANCE

Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

## UTMA ACCOUNTS

Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

## UNLAWFUL INTERNET GAMBLING NOTICE

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

## DEPOSIT RECLASSIFICATION OF TRANSACTION ACCOUNT

We have organized your Transaction account in a nontraditional way. Your Transaction account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings subaccount). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your Transaction account operates and the way a traditionally organized Transaction account operates, but this organization makes us more efficient and helps to keep costs down.



## ELECTRONIC FUNDS TRANSFER ACT: YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

### TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

#### **Prearranged Transfers:**

##### **Preauthorized credits**

You may make arrangements for certain direct deposits to be accepted into your checking and or savings account(s).

##### **Preauthorized payments**

You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).

#### **Telephone Transfers:**

You may access your account(s) by telephone at 1-844-367-6355 using a touch tone phone, your account numbers, and Personal ID Number (PIN) to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us.
- Make payments from savings to loan accounts with us.
- Get checking account(s) information
- Get savings account(s) information
- Get loan information
- Get Certificate of Deposit Information

#### **ATM Transfers:**

You may access your account(s) by ATM using your ATM/ Debit Card and personal identification number to:

- Make deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking accounts. You may withdraw no more than \$500 per day
- Get cash withdrawals from savings accounts. You may withdraw no more than \$500 per day
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Get checking account(s) information
- Get savings account(s) information

#### **Point of Sale Transactions:**

Using your card you may access your:

- Checking account to purchase goods in person, by phone, by computer, to get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
- You may not exceed more than \$1,000 in transactions per day.

#### **Computer Transfers:**

You may access your account(s) by computer by [www.fgb.net](http://www.fgb.net) and using your internet login and password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from checking/savings to third parties
- Make payments from savings to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information
- Get certificate of deposit information
- Get loan information

#### **Mobile Banking Transfers:**

You may access your account(s) by web-enabled cell phone by [mobi.fgb.net](http://mobi.fgb.net) or by accessing the First Guaranty Mobile App and using your internet login and password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us

# Electronic Funds Transfer Act

- Make payments from checking/savings to third parties
- Get checking account(s) information
- Get savings account(s) information
- Get loan information
- Get certificate of deposit information
- Make deposits to checking accounts
- Make deposits to savings accounts
- You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

## **Electronic Fund Transfers Initiated by Third Parties:**

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check. Thus, you should only provide your financial institution and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

## **GENERAL LIMITATIONS** - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers or withdrawals from a Money Market/Savings account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six per month. If you exceed the transfer limitations set forth above, your account shall be subject to closure.

## **FEES**

### **ATM Fees:**

- ATM Inquiry Fee - \$2 (at ATMS we don't own)
- ATM Withdrawal Fee - \$2 (at ATMS we don't own)
- ATM Withdrawal Fee - \$2 (at Paragon Casino location)

### **Debit MasterCard®**

- Replacement card fee \$5
- Delivery charge (2 business day delivery) \$25
- Overnight Express Delivery charge \$35

Except as noted above, we do not charge for Electronic Fund Transfers.

### **ATM Operator/Network 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).

### **Currency Conversion and International Transactions:**

If you effect a transaction with your Card in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. MasterCard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we will charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

Refer to the Schedule of Miscellaneous Fees and Service Charges for additional details and fees.

## **DOCUMENTATION**

### **Terminal Transfers:**

You can get a receipt at the time you make a transfer to or from your account using a(n):

- Automated teller machine (ATM)
- Point-of-sale (POS) terminal.

You may not get a receipt if the amount of the transfer is less than \$15.

### **Preauthorized Credits:**

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 the telephone number listed below to find out whether or not the deposit has been made. In addition, you will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

### **Preauthorized Payments:**

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments.

Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may

also require you to put your request in writing and get it to us within 14 days after you call.

- We charge \$35.00 for each stop payment.

### **Notice of varying amounts:**

If these regular payments may vary in amount, the person you are going to pay will tell you, 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.)

### **Liability for failure to stop payment of preauthorized transfer:**

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **FINANCIAL INSTITUTION'S LIABILITY**

### **Liability for failure to make transfers:**

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.

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 go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash,
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer,
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken,
- There may be other exceptions stated in our agreement.

### **CONFIDENTIALITY** - We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission,
- As explained in the separate Privacy Disclosure.

## **UNAUTHORIZED TRANSFERS**

### **Consumer Liability:**

Tell us at once if you believe your card and/or 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 you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us a once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

### **MasterCard® Debit Card**

### **Additional Limits on Liability for Debit Card:**

You will not be liable for any unauthorized transactions using your MasterCard® debit card if: (i) You can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard® is a registered trademark of MasterCard® International Incorporated.

### **Contact in event of unauthorized transfer:**

If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

**ERROR RESOLUTION NOTICE** - In case of Errors or Questions about your electronic transfers, call or write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any),
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time; however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three 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.

# Funds Availability Notice

## FUNDS AVAILABILITY NOTICE

### YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

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 we receive the deposit. Once the funds are available, you can withdraw them in cash, and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our cut-off time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The cutoff for a business day may vary by branch or ATM location. Please check your local branch or ATM location for exact times.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### LONGER DELAYS MAY APPLY

**Case-by-case delays** - In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, will be available on the first business day.

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

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day. You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of 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 will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.



## ATM/DEBIT CARD AND NIGHT DEPOSIT FACILITY USE

**Use caution when using an ATM for night deposit facility or using your ATM/Debit card to make purchases on the Internet. For your own safety always be careful. The following recommendations may be helpful to you:**

### **Protecting your ATM/Debit card**

- Always protect your ATM/Debit card and keep it in a safe place, just like you would cash, other cards or checks.
- Do not leave your ATM/Debit card lying around the house or on your desk at work. No one should have access to your card but you. Immediately notify your bank if it is lost or stolen.
- Keep your Personal Identification Number (PIN) a secret. Never write it down anywhere, especially on your ATM/Debit card.
- Never give any information about your ATM/Debit card or PIN over the telephone. For example, if you receive a call, supposedly from your bank or possibly the police, wanting to verify your PIN, do not give that information. Notify the police immediately.

### **Using an ATM**

- Be aware of your surroundings, particularly at night. If you observe or sense suspicious persons or circumstances, do not use the machine at that time.
- Have your ATM/Debit card ready and in your hand as you approach the ATM. Don't wait to get to the ATM and then take your card out of your wallet or purse.
- Visually inspect the ATM for possible skimming devices. Potential indicators can include sticky residue or evidence of an adhesive used by criminals to affix the device, scratches, damaged or crooked pieces, loose or extra attachments on the card slot, or noticeable resistance when pressing the keypad.
- Be careful that no one can see you enter your PIN at the ATM. Use your other hand or body to shield the ATM keyboard as you enter your PIN into the ATM.
- To keep your account information confidential, always take your receipts or transaction records with you.
- Do not count or visually display any money you received from the ATM. Immediately put your money into your pocket or purse and count it later.
- If you are using a drive-up ATM, be sure passenger windows are rolled up and all doors are locked. If you leave your car and walk to the ATM, lock your car.

### **Special precautions for using an ATM at night**

- Park close to the ATM in a well-lit area.
- Take another person with you, if possible.
- If the lights at the ATM are not working, don't use it.
- If shrubbery has overgrown or a tree blocks the view, select another ATM and notify your bank.

### **Internet Fraud**

- If purchasing online with the access device, be sure to end transactions by logging out of websites instead of just closing the web browser.

# Courtesy Pay Policy

## COURTESY PAY POLICY (Discretionary Overdraft Service)

### DISCLOSURE AND SERVICE DESCRIPTION

It is the policy of First Guaranty Bank (“the Bank, we, us, or our”) to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

Under this policy, our standard overdraft practice is to **strive to pay** your overdrafts when your account meets certain discretionary criteria. The criteria may include, but is not limited to, any or all of the following and is subject to change without notice: A) the age of your account; B) the deposit behavior in your account and any related accounts; C) the overdraft behavior of your account and any related accounts; D) the status of any loan or other obligations to us; E) the status of any legal or administrative order or levy.

We have adopted this discretionary overdraft policy to provide you the highest level of service and for the highest efficiency in managing customer overdrafts consistently and fairly. At our discretion, we may pay and permit transactions for items including Checks, ACH, Automatic Bill Payments, Recurring Debit Card Transactions, ATM Transactions, and every day (Point of Sale) Debit Card Transactions, when you do not have sufficient available funds, although special arrangements or circumstances may change this amount. (Personal/Consumer Customers-must opt in authorizing us to pay ATM and everyday Debit Card Transactions, see below) A non-sufficient fund (NSF Return Item)/overdraft (OD Paid Item) charge of \$35.00 per item will be assessed for each item that is submitted in which you do not have sufficient available funds in the account to cover the item amount when it is processed. (Personal/Consumer Customers only-we will charge a combined total of no more than six (6) NSF Return Item and OD Paid Item charges per day.

A non-sufficient funds (negative) balance may result from: A) The payment of checks, electronic funds transfers, or other withdrawal requests; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) The imposition of applicable service charges; or E) The deposit of items which, according to the Bank’s Funds Availability Policy, are treated as not yet “available” or finally paid.

It is our current practice to process account activity each evening for items received prior to the daily cut off time. The payment order can affect the number of items overdrawn or returned unpaid and the amount of fees you may have to pay. To assist you in managing your account, items presented for payment on a single banking day will be debited from your account in the following order of priority: 1) ATM/Debit Card Transactions, in the time stamp order of which they occur for the day on which they are processed; 2) Wire Transfers, Phone Transfers, Online Banking Transfers, on us items cashed, in check number order if not ascending order for the day of which they are processed; 3) on us items deposited, in check number order for the day on which they are processed; 4) Preauthorized Transfers, ACH Transactions, Check an Similar Items, in check number order if no ascending order for the day on which they are processed. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our NSF Return Item Charge and Overdraft (OD) Paid Item Charge(s) that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our NSF Return Item Charge and Overdraft (OD) Paid Item Charge(s).

**For Our Personal/Consumer Customers:** We will not authorize and pay the ATM and everyday (Point of Sale) Debit Card Transactions into overdraft unless you ask us to, which we refer to as Courtesy Pay Plus. If you have Courtesy Pay Plus and we authorize and pay these items into overdraft, we may assess a fee on each overdraft item. Even if you do not have Courtesy Pay Plus, we may pay these items into overdraft if sufficient funds are available at the time of authorization, but not available at the time of settlement. However, we will not charge a fee.

**LIMITATIONS:** Available only to eligible checking accounts. All Savings Type Accounts, Money Market Accounts, Public Fund Accounts, Interest on Lawyers’ Trust Accounts (IOLTA), and Health Savings Accounts are not eligible.

**\*The Courtesy Pay Policy does not constitute an actual or implied agreement between you and the Bank. Nor does it constitute an actual or implied obligation of or by the Bank. This policy represents a discretionary courtesy or privilege that the Bank may provide to you from time to time at its sole discretion and which may be withdrawn or withheld by us at any time without prior notice or reason or cause. If you do not wish this feature added to your checking account or if you have any questions, please call us at 1-888-375-3093 or visit your local branch.**





|              |   |
|--------------|---|
| <b>FACTS</b> | What does <b>First Guaranty Bank</b> do with your personal information?   |
| <b>Why?</b>  | 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.  |
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and Credit History</li> <li>• Income and Payment History</li> <li>• Credit Score and Account Balance</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p> |
| <b>How?</b>  | 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 First Guaranty Bank chooses to share; and whether you can limit this sharing.  |

| Reasons we can share your personal information  | Does First Guaranty Bank 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 | <b>YES</b>                      | <b>NO</b>                   |
| <b>For our marketing purposes</b> — to offer our products and services to you   | <b>YES</b>                      | <b>NO</b>                   |
| <b>For joint marketing with other financial companies</b>   | <b>YES</b>                      | <b>NO</b>                   |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences   | <b>YES</b>                      | <b>NO</b>                   |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness   | <b>NO</b>                       | <b>We Don't Share</b>       |
| <b>For nonaffiliates to market to you</b>   | <b>NO</b>                       | <b>We Don't Share</b>       |

# Privacy Policy

| What We Do  |   |
|---|---|
| <b>How does First Guaranty Bank protect my personal information?</b>          | 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.   |
| <b>For our marketing purposes – to offer our products and services to you</b> | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• open an account or use your credit/debit card</li> <li>• apply for a loan or provide employment information</li> <li>• make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>       |
| <b>For joint marketing with other financial companies</b>                     | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p> |

| Definitions            |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with a connection to First Guaranty Bancshares, Inc. and they include: The Union Bank Mortgage Company, Inc., First Centurion Insurance Agency, Inc., and First Centurion Tag &amp; Title.</li> </ul> |
| <b>Non affiliates</b>  | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• First Guaranty Bank does not share with non affiliates so they can market to you.</li> </ul>   |
| <b>Joint marketing</b> | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include companies such as insurance companies &amp; companies that provide financial products &amp; services.</li> </ul>   |



# Welcome to the FGB Family



**FIRST  
GUARANTY  
BANK**

HOME OF FANATICAL BANKING

888.375.3093 | [fgb.net](http://fgb.net) | [f](#) [in](#) [v](#) [@](#) | Member FDIC  
400 East Thomas Street | Hammond, LA 70401





# BRANCH LOCATIONS

## LOUISIANA

**Abbeville Branch**  
(337) 893-1777

**Alexandria Branch**  
(318) 443-8994

**Amite Branch**  
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