

DEPOSIT AGREEMENT FOR CHECKING, SAVINGS, MONEY MARKET, AND NOW DEPOSIT ACCOUNTS

The following terms and conditions along with other documents we give you pertaining to your deposit account is the Agreement between you and - **The Citizens Bank of Fayette**

As used in this document, the words "Bank," "we," "our," and "us" mean the FDIC-insured financial institution that opened the deposit account. The words "you" and "your" mean the account owner (s) or holder (s) individually and collectively and anyone else with authority to deposit, withdraw, or exercise control over the funds in the account(s).

By signing a signature card or application for any deposit account or service provided by the Bank, you agree to the terms and conditions herein and all applicable federal and state laws and regulations. You have received separately a Truth-in-Savings disclosure of specific account information (i.e., minimum balance requirements, interest rates, and fees and charges). That disclosure is made a part of this Agreement by reference as if specifically set forth in this document.

1. Taxpayer Identification Number (TIN). You agree to provide your TIN when opening an account with the Bank and you warrant that the federal government issued the TIN in your name. If you do not provide the TIN, we may open the account but only with sufficient documented evidence that you have applied for a TIN. For interest-earning accounts, until you provide us with your valid TIN, we are required by IRS regulation to withhold a specified portion of any reportable interest.

2. Deposits. You may make deposits in person, by mail, or by any other method we make available, such as night depositories and automated teller machines (ATMs). Until we are in actual receipt of your deposit, we are not responsible for deposits made by mail, night depository, ATM, or through some other depository not staffed by our authorized employees. If you use any of our night depositories, you do so solely at your own risk. We are not liable for any deposit in the night depository until we issue a written duplicate deposit ticket or other receipt acknowledging the deposit. If we receive a deposit on a weekend, holiday, or after our cutoff hour on a business day, the deposit is considered to have been received on our next business day. While it is not our standard practice to do so, the Bank reserves the right to refuse a deposit to any account.

You agree that all items deposited to your account (Items) will be properly endorsed by you or on your behalf. You also agree that if the return of a dishonored check or other item is delayed because you failed to comply with applicable endorsement standards, you will be liable for any loss resulting from the delay, including but not limited to the amount of the check and applicable processing and handling fees.

Credit to your account for deposits is made subject to final verification by us. Credit for all items deposited, including checks drawn on us, is provisional and subject to revocation if the item is not paid for any reason. You must ensure that the amount declared on the deposit slip is correct, even if you did not prepare the deposit slip. If we later determine that the amount declared on the deposit slip is incorrect, we may adjust (debit or credit) your account. However, if the error in completing the deposit slip was inadvertent and is less than our standard adjustment amount, we may not adjust your account. We may change our standard adjustment amount from time to time without notice to you. If an item deposited to your account or cashed for you is returned to the Bank unpaid for any reason at any time, you agree that the Bank may charge the item in its full amount back to your account without prior notice to you; or the Bank may obtain a refund from you regardless of whether the charge back creates an overdraft in your account or whether you endorsed the item. You will, in any event, be liable to us for the amount of any item you deposit to your account or for which you receive cash that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorney fees. We can process a copy, electronic entry, or other evidence of the returned item. You waive presentment, notice of dishonor and protest. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited or cashed items or for any damages resulting from any of those actions. No item in a deposit will be considered paid because a portion of the deposit is deducted or withdrawn in cash.

In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. We shall have the right to forward items to correspondents including all Federal Reserve Banks and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You agree to be bound by all other agreements entered into by us for the purpose of clearing, collecting, presenting or returning items.

All items presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. If an item that is payable at a foreign bank or in a foreign currency is deposited, you will be responsible for all collection charges and exchange rate risk on it. You understand that we will not credit that kind of deposit until receiving the proceeds in United States currency.

If we accept items for deposit from you which you or your agent have encoded with MICR encoding, we may rely upon the accuracy and completeness of such encoding in processing the items for collection or payment. You shall be solely responsible for any encoding errors or defects, including without limitation, amount errors, and shall indemnify and hold us harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, settlements and expenses (including reasonable attorneys' fees) resulting directly or indirectly from such encoding.

Unless we agree in writing to the contrary, you agree that you will not deposit a substitute check if a bank has not made the warranties in section 5 of the Check 21 Act with respect to substitute checks (unwarranted substitute check). If you deposit an unwarranted substitute check, you agree to indemnify us against any loss from any source that we incur (including reasonable attorneys' fees and other costs) and hold us harmless, as the result of your depositing the unwarranted substitute check. You also agree to indemnify us and hold us harmless as the result of any loss that we incur if we convert the item that you deposit to a substitute check and the image of the original check is not an accurate representation of the original check because of the design of the check or the color of the ink used to print, complete the terms of or endorse the check.

If you deposit a "Remotely Created Check", as that term is defined in Federal Reserve Board Regulation CC, you warrant that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

Direct Deposits: Pursuant to a direct deposit plan or agreement, if we deposit funds in your account that should be returned to the federal government for any reason, you authorize us to deduct the amount of our liability to the federal government from any of your accounts with us at any time without prior notice, except as prohibited by law. In addition, we may use any other legal remedy available to us to recover the amount of our liability.

3. Withdrawals. Unless indicated otherwise on our account records, any of you who signs in the appropriate place on the signature card may withdraw or transfer all or any part of the funds in your account. All checks and withdrawal forms used in connection with your account must be on forms obtained through or approved by us. We may refuse any check or item drawn against your account or used to withdraw funds from your account if it is not on a form obtained through or approved by us. You agree to verify all information contained on checks and withdrawal forms prior to use.

We may debit your account for a check or other item drawn on your account either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice that the check or item has been deposited or cashed at another financial institution, whichever is earlier. We may debit your account for a copy of a check that you have issued, provided we have not already paid the original check at the time the copy is presented for payment. The term "copy" of your check includes an item that is an image of the front and back of the original check that does not meet the requirements of a substitute check as that term is defined in the Check 21 Act. We may determine your balance and make our decision on an insufficient funds item at any time between our receipt of the check, item or notice and the time we must return the item. We are required to determine your account balance only once during this time period.

We may accept, pay, or charge checks and other items to your account in any order we choose, at our discretion. In particular, the Bank may pay checks and other items in the order of highest dollar amount to lowest dollar amount. The order we choose may result in higher overdraft and insufficient funds fees than other methods. We may establish different priorities or categories for checks and other items and process checks and other items according to the priorities we establish. We may change the order that we use to process checks and other items at any time without notice to you.

We use an automated process for paying checks and may or may not examine checks or other items and you agree that we have met the standard of care that you expect from us when we pay checks or other items. You also agree that we have exercised ordinary care in paying checks or other items even if we do not examine checks or other items.

We may enter into or become subject to agreements for electronic presentment, and you agree to be bound by the terms of such agreements and authorize payment of a substitute check or item based upon information describing the check or item rather than physical delivery of the check or item itself.

You agree not to use any restrictive terms or legends on your checks, for example but not limited to "must be presented within 90 days" or "not valid for more than \$1,000". If you do so despite the terms of this Agreement, you represent and warrant that the restrictions have been placed for your own use, and the Bank is not bound by the restrictions. Subject to applicable law, you agree that we may process such checks regardless of any restriction or legend and without liability for any damages caused by payment of the check.

4. Lost or Stolen Checks. You must notify us immediately if any of your checks or encoded withdrawal tickets are lost or stolen. If you believe that your checks have been stolen, we may ask that you close your account for your protection and open another account in order to minimize unauthorized access to your funds. If we request you close your account under these circumstances and you fail or refuse to do so, you agree to relieve the Bank of any liability for losses you may incur as a result of the unauthorized use of lost or stolen checks or withdrawal tickets.

5. Facsimile Signature. If you use a facsimile signature or mark, your use of such a signature or mark is evidence of your authorization to us to pay checks or items containing or purporting to contain the facsimile signature or mark even if you have not given us specific authority. You hereby agree to defend, indemnify and hold us harmless for honoring any check or item bearing or purporting to bear such facsimile signature or mark. You recognize and agree that use of a facsimile signature or mark could result in the payment of a check or item on your Account that was not authorized by you. If you notify us that you will use a facsimile signature or mark made by a machine, stamp or other device other than a handwritten signature, or if you use a facsimile signature or mark made by a machine, stamp or other device other than a handwritten signature, in any instance, we may act on such signature or mark regardless of by whose act or by which means such signature or mark appears on the check or other item and regardless of whether you authorized the use of such signature or mark. We will not be liable and will not credit your Account for the amount of any check or withdrawal or other damages you may suffer because of such forged or unauthorized signature or mark.

6. Subaccounts. If the account is a demand deposit account or a negotiable order of withdrawal (NOW) account, it will be a master account consisting of two subaccounts: a transaction subaccount and a nontransaction subaccount. The two subaccounts and the transactions between them are for the purpose of improving our efficiency and have no effect on your account or your ability to use it. The amount of interest you earn, the fees you incur, and your periodic account statements are not affected. We will maintain information on the two subaccounts for regulatory reporting purposes only. All statements will consolidate the two subaccounts into the master account and show it as a single account. At the beginning of each statement period, we will allocate the balance in the master account between the two subaccounts based on formulas we can periodically change. All your Items will be posted against the transaction subaccount. If additional funds are needed, we automatically (without charge) transfer available funds from the nontransaction subaccount. If excess funds accumulate in the transaction subaccount, we can transfer them to the nontransaction subaccount. Federal regulations limit preauthorized transfers from the nontransaction to the transaction subaccount to six (6) per monthly statement period. In the sixth transfer in such period, we move the entire balance in the nontransaction subaccount to the transaction subaccount for the remainder of that statement period. The full collected balance in both subaccounts will be available at all times to pay your Items.

7. Wire Transfers and Automated Clearing House (ACH) Transactions. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state of Alabama. If you send or receive a wire transfer, you agree that Fedwire may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire. When you originate a funds transfer in which Fedwire is used, and you identify by name and number the beneficiary financial institution, and intermediary financial institution or beneficiary, we and every receiving or beneficiary institution, person or account other than the one named. You agree that we are not required to notify you of any incoming wire transfer or other electronic transfer of fund in the Account. You agree that any notice of such a transfer that we may give you shall not impose any duty on us to notify you of any other such transfer.

The operating rules of the National Automated Clearing House Association are applicable to ACH transactions involving your account and you agree to be bound by these rules. The Bank is not required to give next-day notice to you of receipt of an ACH item. We will notify of ACH transactions in the periodic statement sent to you.

With respect to an ACH credit entry, the Bank gives provisional credit until we receive final settlement for the credit entry through a Federal Reserve Bank. If the Bank does not receive final settlement, you agree that the Bank is entitled to a refund of the amount credited to your account in connection with the credit entry, and that the originator of the credit entry will not be deemed to have paid you the amount of such entry.

8. **Ownership of Account.** The following rules determine to whom we should pay the funds in the account. An Individual Account - is in the name of one person. A Joint Account with Right of Survivorship (not as tenants in common) - is in the name of two or more persons and each person intends that upon the death of one of the persons, the funds in the account will belong to the surviving person(s). If two or more persons survive, you will continue to hold the funds as joint tenants with survivorship and not as tenants in common. Joint Account with No Right of Survivorship (tenants in common) - is in the name of two or more persons and none of you intend to create the right of survivorship in the other owners. In either case (Joint Account with the Right of Survivorship or Joint Account with No Right of Survivorship), subject to any pledge, hold, or assignment to which we have agreed, the funds in the account may be paid to any joint owner or to the surviving person(s), the only exception being if you have specifically and expressly designated otherwise on the signature card for the account and we have acknowledged our agreement to such other designation in writing. In addition, each Joint Account holder is authorized at any time, including after the death of another joint account holder, to close the account, stop payment on a check or item payable against the account, or otherwise enter into special agreements concerning the account. Payable-on-Death Account - may be opened as an individual account or a joint account with right of survivorship. The funds in the account are payable to the accountholder(s) during their lifetime, and to beneficiary(ies) named by the accountholder(s) share and share alike after the accountholders' death. To establish such an account, the accountholder(s) must provide us specific information about the beneficiary(ies) (e.g., name and relationship to accountholder). All payable-on-death accounts are subject to Alabama law and our right of setoff. Business Account - is in the name of the business entity (e.g., corporation, limited liability company, partnership, sole proprietorship) and you agree to provide us written resolutions and other documentation requested by us to document the authority of the business entity to open and maintain an account and the authority of the person(s) named in resolutions or other documents as authorized signer(s) on the account.

9. **Authorized Signer. Individual Accounts Only** - If you authorize another person to sign on your individual account, you agree that the authorized signer may, at any time including after your death, make deposits, write checks or make other withdrawals, and generally conduct transactions on your behalf. You further agree that we will not be liable to you or your legal representatives, heirs, assigns, or agents for any such actions by the authorized signer, including actions taken after your death. You will not grant anyone authority to conduct business with us on your behalf until we have reviewed the terms of authorization and have given you written acceptance. This includes authority such as power of attorney, bill-paying arrangement, or other method. If we accept an authority, we may revoke our acceptance of that authority at any time at our discretion. If you voluntarily disclose information about the account that would permit someone to initiate a debit to the account (such as account number, bank routing number, and next unused check number) to someone who wants to sell you goods or services, then you will be deemed to have authorized us to pay any debit to your account that person initiates. You authorize us to pay such items if presented for payment against your account. Your failure to examine your statement and to notify us of your objection to our payment of these items as required in Section 19 of this agreement, shall constitute authorization by you for us to charge against your account any subsequent item generated by the same third party. If you no longer wish such subsequent items to be charged to your account, we may require you to close that account with us.

10. **Uniform Transfers to Minors Accounts.** Under state law, we are permitted to open an account by which an individual of legal age acting as custodian makes deposits to the account for the benefit of a minor. Funds placed in the account become the irrevocable property of the minor, who is entitled to the funds at age 21. Until that time, the custodian will control the funds and must abide by state law regarding such accounts, including responsibility for transferring control of the funds to the minor once he/she reaches age 21.

11. **Power of Attorney.** A person acting under a power of attorney (i.e., an attorney-in-fact) is not an owner of an account, no funds in the account belong to the attorney-in-fact by reason of that capacity, and the attorney-in-fact has no right of survivorship in the account.

We are not required to recognize a power of attorney or a particular form of power of attorney to act on an account, except a power of attorney granted by judicial order. If we accept a power of attorney, we may continue to recognize the authority of the attorney-in-fact and all actions taken by us will be binding on you until we receive your written notice revoking or terminating the power of attorney or actual notice of your death and we have had reasonable time to act on the notice. We are not required to investigate, monitor or determine whether transactions made on your account by the attorney-in-fact are authorized by you or are done in accordance with the authority granted to the attorney-in-fact by you.

12. **Disputed Authority.** If anyone claims ownership over funds, and we have a good faith doubt about whether to recognize the claim, we can hold some or all of the balance until the claim is resolved. We can interplead some or all of the balance into court or take other action to determine ownership. You will not claim that we wrongfully dishonored items that were presented to us while such a dispute was pending.

13. **Checks and Deposit Slips.** You will use only approved checks and deposit slips. You will verify your name, address, telephone, and the numbers in the magnetic ink character recognition line across the bottom and the face of each document in each order of checks and deposit slips. If there is an error, you will not use the affected documents, but will notify us and the printer immediately. You will not hold us responsible for any amount beyond the replacement cost of the order (and not that if not ordered through us). You will not order checks with the same check serial number on every check. Each check must be sequentially numbered.

You understand that we or another bank may use image technology to archive copies of your checks and deposit tickets. You agree that you will only use checks and deposit slips and, when completing documents, will only use ink that can be imaged and that will produce a clear image of the check or deposit ticket.

14. **Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay the check unless you have asked us not to pay the postdated check before its date. To do so, you must give us a postdating order. You may request an order in person, by mail or by telephone. If you give us oral instructions, we may require you to confirm them in writing. We are not liable to you for paying any stale, or postdated check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

15. **Non-Sufficient Funds.** When you do not have enough available funds in your account to cover a check or other debit, we consider the check or debit a non-sufficient fund item. You do not expect any notice of an overdraft beyond any normal periodic statement. Whether we pay or return the item, we charge you non-sufficient funds fee (s). The non-sufficient funds fee (s) that apply to your account are described in the Schedule of Fees we give you.

Funds in your account are not available if we determine that they are subject to a hold, dispute or legal process that prevents their withdrawal. We may, without notice to you, either return any non-sufficient funds item unpaid or pay it and overdraw your account. If we overdraw your account to pay an item, you agree to immediately repay us. If there is an overdraft, you agree that to repay the overdraft, we may deduct the amount from your account including any subsequent deposits and credits without regard to the source of the deposits or credits even if the source of the deposit is a Social Security or disability payment. You also agree to pay all collection costs and reasonable attorneys' fees. If we pay items by overdrawing your account on one or more occasions, we are not obligated to continue paying any future nonsufficient funds items. We may stop paying your non-sufficient funds items without notifying you. If we overdraw your account and your account is a joint account, each of the joint account holders is liable for the full amount of the overdrawn balance regardless of which joint account holder wrote the check(s) or received the benefit of the proceeds of the check(s). Each joint account holder also agrees to pay all collection costs and reasonable attorneys' fees.

16. Check Safekeeping. If you can write checks on your account and utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the cancelled checks will be retained by us and destroyed after a reasonable time period or as required by law or your check may be truncated by the depository or collecting bank. Any request for a copy of any check may be subject to a fee, as indicated in the Schedule of Fees and as allowed by law. If for any reason we cannot provide you with a copy of a check and you sustain a loss because of our inability to produce a copy, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. We are not liable for any special or consequential loss or damages of any kind.

17. Right to Setoff. We may exercise the right of setoff, that is, the right under certain circumstances, to use funds in your account to pay any debts you owe us now or in the future, either before or after any default. We may recover funds you owe us from any of your accounts with us. For accounts with more than one owner, we may treat any name on the account as the sole owner and agent of that account and we may exercise this right to pay individual debts of any owner. If you are the sole proprietor or general partner of a business, you agree that we have the right of setoff under this paragraph against the funds in any of your personal accounts for the debts of your business. We will not be liable for the dishonor of any check or other item 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. However, the right to setoff may not apply to your account if: (1) it is an IRA or SEP account; (2) the debt is created by a consumer credit transaction under a credit card plan and we have not obtained a judgment against you; or (3) your right of withdrawal arises only in a representative capacity.

18. Legal Process. We may accept and act on any legal process that we believe to be valid without any liability by us to you, whether served in person, by mail or by facsimile transmission at any of our offices. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture or other similar order relating to your account. We may charge your account a legal process fee for each order. You agree to pay our fees and expenses for research and copying of documents and all other expenses, including administrative expenses, we incur in responding to any legal process related to your account. These may include reasonable attorneys' fees. We may deduct these fees and expenses from any of your accounts without prior notice to you. Any garnishment, attachment or other levy against your account is subject to our right of setoff and any security interest we have in the account. If a bankruptcy or similar proceeding is filed by or against any owner, we can place an administrative hold on part or all of the balance while we seek to have the automatic stay lifted.

19. Duty to Review Statements. For most types of accounts, we provide monthly statements. We will mail statements to the address you provide on the signature card unless and until we have received written instructions to the contrary and have had a reasonable opportunity to comply with those instructions. You are considered to have received the statements upon mailing, whether or not you actually receive them. If you have asked us to hold your statement(s), you are considered to have received the statement(s) when we make it available to you.

You MUST review your statements, and if you discover (or reasonably should have discovered) an error or unauthorized activity, including alterations, forgeries or unauthorized signatures, you MUST report such errors or unauthorized activity to us immediately. You agree that the time you have to review your statement and report to us will not exceed 30 calendar days from the date the statement is sent or made available to you. If you fail to review your statement and report any errors or unauthorized activity to us within this 30-day period, your statement will be deemed accurate.

In addition to your duty described in the paragraph immediately above, you also agree that if you do not report an error or unauthorized activity in your account within 30 calendar days of the date on which we initially send or make the statement available to you, you will not assert a claim against us relating to any items in that statement and you will bear the entire loss resulting from the error or unauthorized activity, regardless of whether you or we exercise ordinary care. The loss could be associated not only with items on the statement but also with other items forged or altered by the same wrongdoer. You shall not institute any legal proceeding or action against us for any claim which you may have regarding any errors or unauthorized activity reflected on your statement unless you have reported same to us within the 30-day period described in this section.

You are responsible for notifying us if you do not receive your account statement in a timely manner.

20. Stop Payment. If you do not want us to pay a check or withdrawal item drawn on your account, you may request us to stop payment if we have not already paid the item. You may notify us by mail, telephone, or in person at the Bank. If you notify us by telephone, you must confirm your stop payment order in writing within 14 calendar days; and if you do not provide written confirmation within that time, we may remove the order. A written stop payment order will be effective for six (6) months.

When placing a stop payment order, you must provide the account number, the exact amount of the check or item, the date and number of the check or item, and the name of payee. If you do not provide us with accurate information, you agree that we will not be responsible if we are unable to stop payment of the check or item. The information must also be accurately reflected on the MICR line of the check. You agree that we cannot stop payment on the check if the information on the MICR line is not correct.

A stop payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop payment cut-off time. Our stop payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the item. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on

You will place a new stop payment if you do not want us to pay the check after the previous stop payment order expires. You will be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the authorized signers of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

You may cancel the stop payment order at any time. If you give us oral instructions to cancel, we may require you to confirm them in writing. We cancel the order automatically when the account on which the check is drawn is closed or transferred. The stop payment order expires after the stop payment period ends, unless you reissue the stop payment order. If the check is presented for payment after the stop payment order expires or is canceled, we may pay the check.

21. Notices and Change of Address. We will send all notices, statements, and other correspondence to the mailing address you provided on the signature card. The postmark or postage meter date, except where this agreement requires that something be "actually received," determines when communication occurred. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us in writing. It is your responsibility to advise us in writing of any change in your name, address, telephone number, or taxpayer identification number.

22. Dormant Accounts. We will consider your account to be dormant if you do not make any deposits to or withdrawals from the account for such period prescribed by federal or state law. A dormant account fee may be assessed for each month your account remains dormant.

23. Cashing Checks. If a payee of a check you have written wants to cash the check in any of our offices, we may require identification satisfactory to us. If the payee does not have a deposit relationship with us, we may also require a fingerprint before we cash the check, we may charge a fee for cashing the check, or we may refuse to cash the check. From time to time, we may also impose other requirements that we consider appropriate. We have no liability to you for refusing to cash the check or charging a check cashing fee.

24. Closing or Limiting Access to Account. The Bank can close your account at any time and for any reason. If the Bank closes your account, we will notify you in person or by mail, and the closing transaction will be noted on your statement or other account record. We may close it without notice to you if we reasonably believe it will prevent loss to us or you have violated this agreement. The Bank will not be liable for the dishonor of any items after sending you notice of our intent to close your account. If your account earns interest, we will stop paying interest on the account on the date the account is closed.

At our sole discretion and in good faith, the Bank reserves the right to limit or discontinue the practice of permitting withdrawals from your account.

You will pay any fees and costs for closing the account, as well as any outstanding items. Our rights and your obligations survive any closing of the account or cancellation of this agreement. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

25. Fees and Charges. You agree to pay any and all service fees or charges that apply to your account. We may charge such fees and charges to your account, regardless of whether such fee or charge creates an overdraft in your account. We will not be liable for dishonoring checks or items or other withdrawal orders because of insufficient funds resulting from proper deduction of fees and charges.

Our current fees and charges are set forth in a separate fee schedule given to you with this Agreement and it can also be obtained at our banking offices. Fees and charges are subject to change at any time in our sole discretion and you will be notified of any changes in our fees and charges at the mailing address you provided on the signature card.

If legal action is brought against your account by a third party, you agree to pay all expenses incurred by the Bank, including but not limited to costs of photocopies, filing fees, reasonable attorney's fees and court costs. You agree that the Bank may charge your account for these fees and charges without prior notice to you.

In the event the Bank refers your account to an attorney or other collection agency to collect sums you owe us, you agree to pay all our costs and expenses including reasonable attorney's fees.

You will pay any expenses we incur in good faith related to this Agreement, such as fees on items sent for collection, foreign exchange charges, and unreimbursed research and copying fees when someone requires records about our relationship, and reasonable attorneys' fees we incur in good faith because of concerns about the account, whether or not litigation has begun, including such fees through trial and all appeals, plus court costs. You also agree to pay any expenses that we incur, including reasonable attorneys' fees in responding to any subpoena, writ, government agency or judicial order, search warrant, or other order, which we may be required to respond to regarding your account or your relationship with us.

26. Transfers and Assignments. You cannot transfer or assign your account without the written consent of the Bank. To the extent permitted by law, we have the right to setoff any debt owed by you to us prior to consenting to any assignment.

27. Credit Reports. By signing the signature card, you authorize the Bank to obtain a credit report and make other financial-related inquiries about you or any person authorized to sign on the account.

28. Recording. You give us permission to record your communications with us. If you authorize someone to do business with us on your behalf, such as by power of attorney, you will be responsible for obtaining their permission to our recording their communications with us.

29. Interest Bearing Accounts. For interest-bearing accounts (except time deposits): In accordance with federal regulations, the Bank reserves the right to require you to give us seven (7) calendar days' prior written notice of any withdrawal or transfer of funds.

For Savings accounts and money market deposit accounts: In accordance with federal regulations, you may not make more than six (6) preauthorized, automatic, or telephone transfers from your account during each monthly statement cycle. "Preauthorized, automatic, or telephone transfers" include but are not limited to ACH transfers, telephone banking and bill pay, and internet banking and bill pay, but does not include preauthorized or automatic loan payments to us. No more than three (3) of these transfers may be made by check, draft, debit, or similar order payable to a third party.

30. Enforcement of Agreement. If any provision of this Agreement is found to be unenforceable according to its terms or conditions, all remaining provisions will continue in full force and effect.

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

32. **Amendments.** Notice will be given to you if we change the terms of this Agreement at any time by mailing notice to your address shown on our records, by including a notice with or on your statement, by posting a notice of any such changes at our main office, or by whatever notice requirements that may be required by law. If you use the account after the effective date of a change, that indicates your acceptance of the changes.

33. **Severability.** If any of the terms of this Agreement conflicts with applicable law and are declared to be invalid and unenforceable, those terms will be ineffective to the extent of the conflict and the applicable law will govern. The remaining provisions will remain unaffected.

34. **Liability.** **UNLESS PROHIBITED BY LAW, YOU AGREE THAT: WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

35. **Indemnification.** You will indemnify us against, and hold us harmless from, any and all losses, damages, costs, and attorney fees that we incur because of your failure to abide by any of the terms of this Agreement.

36. **Force Majeure.** We shall not be liable for any loss or damage to you caused by our failure to provide any service or delay in providing such service resulting from an act of God, act of governmental authority, legal constraint, war, terrorism, fire, catastrophe, or electrical computer, mechanical or telecommunications failure, or failure of any agent or correspondent or any other cause beyond our control.

37. **Applicable Laws, Jurisdiction, Venue and Regulations.** You understand this Agreement is governed by the laws of the state of Alabama and includes, but is not limited to, the Uniform Commercial Code. Changes in these laws and regulations may modify the terms and conditions of your account. We do not have to notify you of these changes, unless required to do so by law. You will not hold us liable for anything we do or decline to do based on a good faith belief that it is required by law or regulation. The courts of the state have jurisdiction of any dispute in connection with this Agreement. You agree that venue will be proper in the courts in the county and city of our office where you signed or delivered this Agreement.

38. **Additional Provisions.**