
TERMS AND CONDITIONS ADDENDUM

This addendum, together with the account terms and conditions and all other documents, disclosures, schedules and agreements pertaining to your account constitute the account agreement (collectively, the "agreement").

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 non-transaction 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 non-transaction subaccount (again, without charge). Federal regulations limit preauthorized transfers from the non-transaction 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.

Law, Jurisdiction, and Venue. This agreement is governed by federal law and the laws of the state where the account is located. If you opened the account in person at one of our branch offices, then the account is located in the state where you opened the account. If you opened the account by telephone, mail, online (digitally) or through other remote means and the Bank has no branch offices in the state where you reside, your account is located and maintained in Arkansas and the laws of Arkansas shall govern.

Waiver of Jury Trial. You knowingly, willingly irrevocably waive your right to a jury trial in any dispute with us, including but not limited to any dispute arising from this agreement, your account and any services related thereto. Such disputes may be tried before a judge only.

Waiver of Class Actions. You agree that the transactions of each depositor of this bank arises from a unique relationship between the bank and its depositor such that damages that may arise as a result of a violation or alleged violation of this agreement or the laws and regulations governing this agreement are not the same for all depositors and therefore not appropriate for class action treatment. **YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THIS BANK EITHER AS A MEMBER OF A PUTATIVE CLASS OR AS LEAD PLAINTIFF IN ANY DISPUTE AGAINST THE BANK.**

Arbitration. You or we may require that any controversy or claim relating to this agreement, or breach of it be resolved through arbitration administered by the American Arbitration Association under its commercial rules. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

Amendments and Alterations. You agree that terms and conditions and Disclosures governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

Payment of Interest. Interest will be calculated and paid in accordance with the Disclosures.

Accounts with a Zero Balance. Accounts that maintain a zero (\$0) balance for a 45 calendar day period will be automatically closed with no additional notice provided.

NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES

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

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

Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees

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. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

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.

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.

For information about how and when we process these different payment types, see the "Payment Order of Items" sections below.

Funds Availability. Knowing when funds you deposit 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.

Payment Order of Items. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. 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. Our policy is:

Checking and Money Market Deposit Account Payment Order of Items. The bank has established the following checking and money market deposit account payment order for customer debits, following the posting of customer credits. The payment order is designed to ensure check clearing procedures and item processing order is fair and does not maximize customer overdrafts. (1) Online Banking transactions and Outgoing Wires - smallest to largest, (2) ATM and Debit Card transactions - smallest to largest, (3) ACH Debit transactions - serial number order if possible, otherwise smallest to largest, (4) Checks presented in person - cashed checks and then deposited checks in serial number order, (5) Other Checks and Online Bill Payments that are not converted to ACH - serial number order, (6) Account to account transfers - in the following order: (i) checking, (ii) savings, and (iii) loans.

Savings Account Payment Order of Items. The bank has established the following savings account payment order for customer debits, following the posting of customer credits. (1) Online Banking transactions - smallest to largest, (2) Outgoing Wires - smallest to largest, (3), ATM and Debit Card transactions - smallest to largest, (4) ACH Debit transactions - smallest to largest, (5) Withdrawals completed in person - smallest to largest, (6) Account to account transfers - smallest to largest within the following order: (i) checking, (ii) savings, and (iii) loans.