

Merchants & Marine Bank 2024 Deposit Agreement Addendum

(Including a Notice of Change to the
Terms and Conditions of Your Account)

Effective Date: March 31, 2025

Please review this 2024 Deposit Agreement Addendum including the related Notice of Change to the Terms and Conditions of Your Account which (a) revises certain provisions of your Deposit Agreement from 2022 (the “Deposit Agreement”) and (b) consolidates with revisions the Notice of Change to the Terms and Conditions of Your Account previously issued on April 6, 2023 (“Prior Addenda”). As of the Effective Date, all the Terms and Conditions for your account are now contained in the Deposit Agreement and in this 2024 Deposit Agreement Addendum (hereinafter referred to as the “2024 Addendum”). And, as of the Effective Date of this 2024 Addendum, the Prior Addenda shall no longer apply.

You should retain this 2024 Addendum for your records along with your Deposit Agreement. Except as supplemented, revised or replaced by this 2024 Addendum, all other terms and conditions within your Deposit Agreement remain in full force and effect.

Your account(s) will be governed by the following terms and conditions. If you continue to have your account(s) after the effective date you have accepted, and agreed to, the modified terms and conditions.

The Deposit Agreement sections revised by the 2024 Addendum are listed below with the corresponding pages where they can be found within this 2024 Addendum.

<u>2024 Addendum</u>	<u>Page(s)</u>
In Alabama and Louisiana	2
In Alabama and Mississippi, LIABILITY	2
In Louisiana, LIABILITY	3
Payment order of items.....	4
In Louisiana, Ownership of Account and Beneficiary Designation.....	5
In Louisiana, Authorized Signer (Agent) (Individual Accounts only).....	6
Notice of ATM/Night Deposit Facility User Precautions.....	7

In addition to the areas of the Agreement listed above, we also added a Cover page, a Welcome page, and subcategories to the Table of Contents for easy navigation to the different areas of the Deposit Agreement and the Terms and Conditions of Your Account.

Summary of Change in Terms:

This provision replaces in its entirety the sentence beginning with "In Alabama." The state of Louisiana was added to this section.

Actual Change in Terms:

In Alabama and Louisiana, "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.

Summary of Change in Terms:

This provision replaces in its entirety the section titled "LIABILITY." The state of Louisiana was added to this section.

Actual Change in Terms:

In Alabama and Mississippi, 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 any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) 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.

Summary of Change in Terms:

This provision is a new section titled, "In Louisiana, LIABILITY."

Actual Change in Terms:

In Louisiana, 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.

Summary of Change in Terms:

This provision replaces in its entirety the subsection titled, "Payment order of items" under the section titled, "UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES."

- "Payment order of items" subsection – Changed the transactions that are processed first, second, and third. Also added a sentence that reads, "We reserve the right to change the sequence of posting of transactions without notice to you."

Actual Change in Terms:

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

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.

Note that items may not be processed in the order they are received.

Our policy is to process ATM withdrawals first, by dollar amount - smallest to largest on the day they are processed. We process Electronic items and debit card transactions second, by dollar amount - smallest to largest on the day they are processed. We process Checks third, in numerical order (by check number) on the day they are processed.

We reserve the right to change the sequence of posting of transactions without notice to you.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. We will not charge you a fee for paying an

overdraft of an ATM or one-time (sometimes referred to as "everyday") debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. 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.

Summary of Change in Terms:

This provision is a new section titled "In Louisiana, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION." It contains new subsections for "Individual Account," "Joint Account," and "Revocable Trust of Pay-on-Death Account."

Actual Change in Terms:

In Louisiana, 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 and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. 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.

Summary of Change in Terms:

This provision is a new section titled "In Louisiana, AUTHORIZED SIGNER (Agent)(Individual Accounts only)."

Actual Change in Terms:

In Louisiana, 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.

Summary of Change in Terms:

This provision is a new section titled, NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS ."

Actual Change in Terms:

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has

been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.

7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you.

Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

**Merchants & Marine Bank,
Member FDIC**