
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 the terms and conditions and Disclosures governing your account and any services related thereto 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 and any services related thereto evidence 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.

WIRE TRANSFER SERVICES

The following applies to Wire Transfer Services that you send or receive through us. Wire Transfers are subject to Article 4A of the Uniform Commercial Code, as adopted by the state whose law applies to the Account that you are using for the Wire Transfer Service ("Article 4A"). Wire Transfer Services are also subject to your Account Terms and Conditions, related documents and notices, and any applicable authorization or wire detail form, which are all incorporated herein by reference. In the event of an inconsistency between such documents and the terms herein, these provisions control those matters related to Wire Transfer Services. Notwithstanding anything to the contrary, if you are also a party to the Business Online Banking/Treasury Management Master Terms and Conditions Agreement with us, that agreement shall control Wire Transfers made using our Treasury Management services. If you have a specific agreement with us for Wire Transfer Services, these provisions supplement that agreement to the extent these provisions are not inconsistent. **If you are also enrolled in Wire Transfer Services via our online banking platform, you should transmit such Wire Transfer requests using that online platform's service and its Security Procedures. However, if that online platform is unavailable, or if you desire to request a particular transfer by off-line means, then the Security Procedures referenced herein shall govern those off-line Wire Transfer requests.**

A "Payment Order" is an instruction to us, from or in your name, to pay or cause another financial institution to pay money to a beneficiary. A "Wire Transfer" or "Funds Transfer" is the series of transactions, beginning with any Payment Order, made for the purpose of making payment to the beneficiary of the order. Wire Transfers made pursuant hereto are not "electronic funds transfers" under Regulation E and these terms and conditions do not apply to Wire Transfers governed by the Electronic Funds Transfer Act, Federal Reserve Board Regulation E, or transfers by check, draft, or other written item, except that federal law provides for certain rights in connection with a Remittance Transfer. A "Remittance Transfer" is an electronic transfer of funds initiated from a consumer account located in the United States primarily for personal, family, or household purposes to a designated beneficiary located outside the United States. Additional disclosures may be provided at the time of a Remittance Transfer.

We have cutoff times for processing Payment Orders. Cutoff times vary depending upon the type of Payment Order. We may treat Payment Orders we receive after a cutoff time as if received the next business day. We will tell you our cutoff times upon request. We are not obligated to accept any Payment Order that you give us. We may reject your Wire Transfer request if you have insufficient funds in your Account or if your Payment Order is unclear or incomplete or if for any other reason the Payment Order is unsatisfactory to us. If we accept a Payment Order you give us, we may receive payment by automatically deducting from your Account the amount of the Payment Order plus the amount of any fees for our services. We are entitled to payment on the payment or execution date. Unless your Payment Order specifies otherwise, the payment or execution date is the date we receive the Payment Order, subject to applicable cutoff times. In placing the Payment Order, you must select a financial institution ("beneficiary bank") to receive it. You may instruct the beneficiary bank to credit an account or hold the funds for the beneficiary. The beneficiary bank is responsible for following your instructions and letting the beneficiary know when the funds become available. If you specify an account number to credit, you are acknowledging the following three things: (1) you know that the beneficiary bank may credit an account based on that account number; (2) the beneficiary bank is not obligated to verify that the account number belongs to the intended beneficiary of the transfer; and (3) any losses resulting from an incorrect account number or other misidentification of the beneficiary are your responsibility and not ours.

When you place an order for a Wire Transfer, we will follow a Security Procedure established for your protection and ours to verify that the Wire Transfer has been properly authorized. Upon our receipt of a Wire Transfer request, we will (A) complete the authentication process by positively identifying/authenticating you per our Customer Identity Verification Procedure, which may include the use of a phrase or password, text code process, out of wallet questions, DocuSign Access Code or other Wire Authorization Code, or a call to you at the telephone number identified for you in our core platform or an email to you at the email identified for you or any one of your authorized agents. A "Wire Authorization Code" is any alphanumeric or numerical code assigned to you or other code or unique identifier assigned to you to authorize a Wire Transfer request. (B) We will verify the Wire Transfer details with you and obtain your approval and verification in regard to other relevant information in accordance with our Security Procedures. (C) Upon receipt of the fully verified and approved Wire Transfer details, we will complete the Wire Transfer request. The authorizations, call back procedures, Wire Authorization Codes and our other processes and procedures, as applicable, are referenced herein as "Security Procedures" and are established to authenticate the identity of the person attempting to gain access to the Wire Transfer Service. You agree to indemnify and hold us harmless for any Wire Transfer not made as the result of our inability to successfully verify a Wire Transfer via our Security Procedures. In any event, you agree that we may conclusively presume that any person at the phone number or email address listed in our system for you or someone who otherwise possesses the Wire Authorization Code or other Customer Identity Verification information, is authorized to approve and verify a Wire Transfer request on your behalf. You understand that the Security Procedures are designed only to verify the source of the Wire Transfer instruction and not to detect errors in the content of that instruction or to prevent duplicate transfers. The specific procedure utilized will depend on the means by which you provide instructions to us. You acknowledge and agree that our Security Procedures are commercially reasonable and agree to be bound by the resulting transfer, whether or not authorized by you, provided that we have accepted the Payment Order in accordance with our established Security Procedures. We shall be entitled to conclusively rely upon any Payment Order given in compliance with the Security Procedures. Any instructions, directions, or other information provided by you or any other party utilizing the Security Procedures will be deemed to have been authorized by you, and we may rely upon, and will be indemnified and held harmless by you for acting upon, any such direction, instruction, or information. If we do not follow the agreed Security Procedures but can prove the Wire Transfer request was originated or made by or for your benefit, then you will still be liable for the Wire Transfer amount plus Wire Transfer fees incurred. You acknowledge that unsecured (i.e., unprotected, unencrypted) email is not a secure means of transmission of sensitive and/or confidential information. You agree we may accept Payment Orders via secured and unsecured email or through other electronic communication means, such as through DocuSign, from any person purporting to be an authorized agent that is given in compliance with the Security Procedures.

All Wire Transfers will be reflected on your periodic bank statement. In some cases, we may also notify you in writing or electronically. You are responsible to review each statement or other such notice from us for any discrepancies in connection with Wire Transfers or other payment orders and promptly report such discrepancies to our Wire Department. In no event will we be liable with respect to any Wire Transfer or other payment order unless we receive notification from you of a discrepancy within thirty (30) calendar days after you received notification of the acceptance of the Wire Transfer or payment order, or sixty (60) days after the date of the acceptance of the Wire Transfer or other payment order, whichever is earlier. Failure to notify us of any discrepancy within sixty (60) days of the date of the Account statement precludes you from asserting any such discrepancy against us and we are relieved of any obligation to pay interest on or otherwise compensate you for the amount of any unauthorized or erroneous Wire Transfer. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order. We will usually use electronic means to transfer money for you. We may, however, use any banking channel or other facility. We will not be liable for any delay or failure to send your Wire Transfer due to circumstances beyond our control. We will not be liable to you for any delay or failure to execute your Wire Transfer due to the acts or omissions of any intermediary or beneficiary bank. In no event will we be liable for any consequential or incidental damages, including lost profits, in connection with your Wire Transfer. If you decide to cancel or change your Payment Order, you may do so only if we receive your instructions before we have sent the Wire Transfer and provided we have a reasonable time to act on your instructions. In general, after we have sent your Wire Transfer, you will not be able to cancel or change it unless the beneficiary bank consents to such a request. We and/or the beneficiary bank may impose a charge for canceling or changing a Wire Transfer and for any required currency conversion. We will not be liable to you for any losses resulting from the failure of the beneficiary bank to cancel or change your Wire Transfer.

We may receive instructions to pay funds to your Account. Notice of your incoming Wire Transfers will be deemed to have occurred when you receive your periodic bank statement, or another notice from us, containing a credit to your Account for the funds received. We may receive Wire Transfers directly from the sender, through a funds transfer system or through some other communication system. To the extent not prohibited by applicable law, Wire Transfers are irrevocable and our sole obligation is only to exercise ordinary care in processing them. We are not responsible for any losses or delays that occur as a result of any other party's involvement in processing any Wire Transfer.

A "Reverse Wire Transfer Request" (also known as a "Drawdown Request") is a Fedwire request from another financial institution instructing us to send funds from your designated Bank OZK Account to an account at the requesting financial institution. You authorize us to accept a request for a Reverse Wire Transfer Request from you or your authorized agent. Such request will be deemed accepted by us when we execute it. Since a Reverse Wire Transfer Request will only be executed on business days prior to the cutoff time established by us from time to time, any request received on a day other than a business day, or after the established cutoff time, will be treated as being received on the next business day. We may reject any Reverse Wire Transfer Request in excess of the available balance in the Account or for any other reason in our discretion. We shall have no responsibility or liability for any information provided in a Reverse Wire Transfer Request that is inaccurate, incomplete or otherwise incorrect. You agree that your obligation to pay the amount of a Reverse Wire Transfer Request is not excused in such circumstances. Your authorization shall remain in effect until you have provided us with written notice of cancellation of such authorization and we have had a reasonable period of time to act upon such notice.

Prior to sending a Remittance Transfer in an amount greater than \$15.00, we will provide a disclosure of the transaction details and information provided by applicable law, such as the exchange rate and fees assessed by us. If you continue with the Remittance Transfer after receiving such disclosure, we will provide you with a receipt or proof of payment after making the transfer. You have the right to cancel a Remittance Transfer and obtain a refund of all funds paid to us, including any fees, as long as you contact us within 30 minutes of payment for the transfer unless the funds have been picked up or deposited. To cancel a transfer, you must notify us by calling (844) 479-8502 and identifying the transaction you want to cancel. If you believe an error has occurred with respect to a Remittance Transfer, you must call (844) 479-8502. You must notify us within 180 calendar days after the "availability date" shown on the disclosure provided to you at the time of your Remittance Transfer request. When you contact us, please tell us (i) your name and contact information, (ii) the name of the funds recipient and, if you know it, his or her contact information, (iii) the date and amount of the Wire Transfer, (iv) the confirmation number from your disclosure, and (v) the error or problem with the Remittance Transfer and why you believe it is an error or problem. We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. You can also contact us for a written explanation of your rights. If we decide there was no error, we will send you a written explanation. If you are not satisfied with our response, you can also submit a complaint to the Consumer Financial Protection Bureau at www.consumerfinance.gov or by calling (855) 411-CFPB (2372) or by submitting a written complaint to the Arkansas State Bank Department, #1 Commerce Way, Suite 401, Little Rock, Arkansas 72202. You can also contact the Arkansas State Bank Department for further information at 501-324-9019 or visit their website at www.arkansas.gov/bank. You may ask for copies of any documents we used in our investigation. To the extent the terms herein are inconsistent with the Regulation E Remittance Transfer rules and such rules do not allow variance by agreement, the Regulation E Remittance Transfer rules will apply to Remittance Transfers without affecting the validity of any other provision hereunder.

You agree we may amend any term herein without prior notice or obligation to you. Your continued use of the Wire Transfer Service(s) following the effective date of any amendment(s) shall constitute your acceptance of the same.

DISCLAIMER OF WARRANTIES. BANK OZK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE WIRE TRANSFER SERVICE, THE USE OF THE WIRE TRANSFER SERVICE, OR THAT THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS. BANK OZK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. YOU AGREE THAT BANK OZK SHALL HAVE NO LIABILITY TO YOU FOR ACTIONS BANK OZK TAKES, OR FAILS TO TAKE, IN CONNECTION WITH WIRE TRANSFER SERVICES PERFORMED, EXCEPT SUCH LIABILITY AS MAY BE CAUSED BY THE GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT OF BANK OZK, ITS EMPLOYEES OR AGENTS. IN NO EVENT SHALL THE LIABILITY OF BANK OZK EXCEED THE AMOUNTS PAID BY YOU TO BANK OZK FOR SERVICES PERFORMED PURSUANT HERETO IN THE SIX MONTHS PRIOR TO THE DATE ON WHICH A CLAIM ARISES UNDER OR IN CONNECTION WITH A WIRE TRANSFER REQUEST. BANK OZK IS NOT RESPONSIBLE FOR ANY LOSS ARISING FROM OR IN CONNECTION WITH ANY INACCURACY, ACT, OR FAILURE TO ACT ON THE PART OF ANY PERSON NOT WITHIN OUR REASONABLE CONTROL OR FROM ANY ERROR, FAILURE, OR DELAY IN TRANSMISSION OF ANY WIRE TRANSFER REQUEST, CAUSED BY CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ANY INACCESSIBILITY OF COMMUNICATIONS FACILITIES.

Consent to Execution Using Electronic Signatures. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

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.