



Customer Name _____
Checking Account # _____

Overdraft Services Agreement

By signing below you agree and acknowledge: (i) that you are the owner of a checking account at First Horizon Bank (“Bank”) and you desire to receive from Bank the overdraft services (“Services”) marked below subject to the fees and other terms and conditions described in the various corresponding sections (“Section(s)”) below, all of which constitute the Overdraft Services Agreement (“Agreement”) between yourself and Bank; (ii) that you have received a copy of and agree to be bound by the provisions of this Agreement, including each Section, as applicable, as well as the provisions of the Bank’s Depositor Agreement and Fee Schedule, copies of which have also been provided to you, including any revisions or amendments to this Agreement, the Depositor Agreement or Fee Schedule; and (iii) that you understand and agree to follow any implementation guidelines or procedures of Bank. If you decide to change, either by adding, deleting or both, any of the Services at a later date, you agree to execute a new Agreement.

If marked below, you agree to receive up to two of the following services and understand for those you have selected, they will be activated in the order listed:

_____ Savings as Overdraft Account # _____
(as described in Section II)

_____ Home Equity Line of Credit (HELOC) as Overdraft Account # _____
(as described in Section III)

_____ CardChek Advance Account # _____
(as described in Section III)

Signature of Customer

Printed Name

Printed Name

Date

Date

Financial Center Name: _____

Signed original to Account Records. Copy to customer.

Section I. General Provisions

- A. Combining Overdraft Services. You agree that you will only receive the Services marked on the first page of this Agreement, up to two. If the balance in your checking account is insufficient to pay items drawn against the account, then the Services you have chosen will be activated as listed on Page 1: Savings, Home Equity Line of Credit, and CardChek Advance. If the first Service reaches its limit, then the second Service shall be activated.
- B. Notice to You. Any notice to you from Bank will be deemed properly given if mailed to the address reflected on Bank's records. A notice mailed to any party on a joint account will constitute notice to all parties.
- C. Applicable Law. This Agreement and all transactions made in connection with it will be governed by the laws of the United States and the State of Tennessee.
- D. Your Right to Terminate. You may terminate any or all of the Services at any time by notifying Bank in writing. Notice from either party to a joint account will be considered as notice from both parties.
- E. Amendments to the Agreement. The terms and conditions in this Agreement may be amended by Bank at any time upon such notice, if any, as may be required by applicable law.
- F. Overdraft Services Fee. A transfer fee of \$15.00 for each transfer will be debited from your Checking account on the date of the transfer. The fee will be waived if the overdraft balance was \$5.00 or less and may be reduced or waived for certain types of deposit accounts.
- G. Minimum Transfer Amount. There is no minimum transfer amount.
- H. Entire Agreement. This Agreement and all Sections herein constitute the entire agreement of the parties.
Any finding of invalidity to any portion of this Agreement will not render other portions invalid.

Section II. Savings as Overdraft

- A. Establishing the Savings as Overdraft. It is necessary to have a personal savings account with the Bank.
- B. Using Savings as Overdraft. When the balance in your Checking Account is insufficient to pay checks or other proper debits, including fees and charges (collectively referred to as "Debit Items") drawn against your Checking Account and presented for payment, Bank will honor those Debit Items by making a transfer of funds, up to the available balance in your Savings Account, from your Savings Account to your Checking Account.
- C. Exceeding your Savings Account Available Balance. Bank will be under no obligation whatsoever to honor any Debit Items the amount of which, if honored, would exceed the available balance in both your Checking Account and Savings Account. In such cases, return check/overdraft charges may be imposed, based on the applicable current fee schedule for deposits accounts. Further, if your Checking Account and Savings Account available balances have both been exceeded, Bank may, without liability, dishonor any Debit Items drawn against your Checking Account where there is an insufficient amount of funds to cover the Debit

Items.

- D. Limitation on Transfers from Savings. Savings and Money Market accounts have limits established by federal law that restrict the number and type of transactions that can post during the monthly cycle to six (6) automatic or pre-authorized transactions per month. Savings as Overdraft transfers as described in this agreement will be considered in the monthly transaction limitations. We may convert your savings account to a checking account if the transaction limit is exceeded, canceling your Savings as Overdraft protection.

Section III. Home Equity Line Of Credit (HELOC) as Overdraft OR CardChek Advance

- A. Establishing the HELOC or Credit Card as Overdraft. In order to have CardChek Advance or HELOC as overdraft, it will be necessary to have a personal checking account and also either a VISA or MasterCard credit card or HELOC account with Bank. In the event that you have a checking account and are concurrently and separately applying for a credit card or HELOC account with Bank, denial of the credit card or HELOC application will preclude overdraft protection under this Agreement.
- B. Using HELOC or Credit Card as Overdraft. Bank is authorized to make deposits to your checking account, funded by a cash advance from your credit card or HELOC account, whenever payment of a check, draft or authorized debit or charge drawn on your checking account would result in a checking account balance below zero. The cash advance will equal the amount by which the checking account balance is overdrawn at the end of the day.
- C. When overdraft not available. Overdraft protection for your checking account will not be afforded automatically when: (i) an amount available within your linked credit card or HELOC account is insufficient to cover the amount of the check or other debit to your checking account, or (ii) an automated teller machine (ATM) or FIRST Check Card transaction, a checking account service charge, or the cashing of a check presented in person at Bank would result in your checking account being overdrawn. Notwithstanding these provisions, Bank may in its discretion transfer funds in accordance with Paragraph B herein to cover any overdraft.
- D. Transfers. Transfers made under this Agreement will be reflected on the credit card or HELOC periodic statement as 'Cash Overdraft Funds' and on the checking account periodic statement as a 'Deposit from Credit Card' or 'Deposit from Home Equity Line of Credit.' Further notice of such transfers will not be made. The cash advance **FINANCE CHARGE** will be reflected on the credit card or HELOC account statement. The usual cash advance transaction fee will be waived. In instances where a deposit is not made prior to subsequent overdraft of checking account, the previously described transfer fee amount assessed to the checking account will be included in the subsequent funds transferred from the credit card or HELOC account to cover overdrafts and thus, subject to the **FINANCE CHARGE** as disclosed in your Credit Card or HELOC Agreement
- E. Governing documents. Your checking account at Bank is governed by the Depositor Agreement as most recently amended and your credit card or HELOC at Bank is governed by the Credit Card or Home Equity Line of Credit Agreement as most recently amended. This Agreement additionally describes the conditions under which you authorize transfers from your credit card or HELOC account to your checking account for the specific purpose of checking account overdraft protection. It does not supersede or modify the provisions of the Depositor Agreement, Credit Card, or Home Equity Line of Credit Agreement.