

Electronic Funds Transfer Disclosure

General Information.

If you have an account established primarily for personal, family or household purposes on which an electronic funds transfer may be made, this document provides important information about your rights and responsibilities and those of Trustmark. By requesting an access device or initiating an electronic funds transfer on your account, you acknowledge the application of this Disclosure and agree to its terms. An electronic funds transfer not covered by the Electronic Fund Transfer Act is not subject to this Disclosure.

Definitions.

Electronic fund transfer - a transfer of funds initiated through an electronic terminal, telephone, computer or magnetic tape that instructs Trustmark to debit (withdraw funds from) or credit (deposit funds to) an account. Examples of an electronic funds transfer include, but are not limited to, an automated teller machine ("ATM") transfer, a point of sale ("POS") terminal transfer, a direct deposit, a preauthorized withdrawal, a transfer under a computer-initiated bill payment plan between you and us, a transfer by a debit card transaction, a check to initiate an electronic funds transfer ("electronic check conversion"), or an electronic funds transfer from a consumer's account to collect a service fee due to insufficient or uncollected funds.

Account - a demand deposit (checking), savings or other consumer asset account (other than an occasional or incidental credit balance in a credit plan) held directly or indirectly by Trustmark and established primarily for personal, family or household purposes. The term "savings account" includes a money market account. The term "account" includes a "payroll card account" directly or indirectly established by an employer on behalf of a consumer to which electronic funds transfers of the consumer's wages, salary, or other employee compensation are made on a recurring basis, whether the account is operated or managed by the employer, a third-party payroll processor, a depository institution or any other person. The term "account" does not include an account held by Trustmark under a bona fide trust agreement.

Access device - a card, code, or other means of access to your Account, or a combination thereof, that may be used to initiate an electronic funds transfer. Examples of an access device include, but are not limited to, a Trustmark Express ATM card, a Trustmark ExpressCheck (debit) card, an ATM personal identification number ("PIN"), a myTrustmark® access number, a myTrustmark Login ID, myTrustmark password, etc.

Bank, we, our, or us - Trustmark National Bank.

Business days - Monday through Friday excluding holidays. Consumer - a natural person.

CST - central standard time.

Electronic Check Conversion - a check, draft, or similar paper instrument used as a source of information to initiate a one-time electronic funds transfer from a consumer's account.

Person - a natural person or an organization, including a corporation, government agency, estate, trust, partnership, proprietorship, cooperative, or association.

Preauthorized - an electronic funds transfer authorized in advance to recur at substantially regular intervals.

Terminal - an electronic device, other than a telephone operated by a consumer, through which an electronic funds transfer can be initiated. Examples include, but are not limited to, a point of sale terminal and an ATM terminal.

Unauthorized electronic funds transfer - an electronic funds transfer from your Account initiated by a person other than you without actual authority to initiate the transfer and from which you receive no benefit. The term does not include an electronic funds transfer initiated (1) by a person to whom you gave your access device, (2) by you with fraudulent intent or by another acting in concert with you, or (3) by us.

You or your - the account holder(s), individually and collectively.

Access Devices; Execution of Agreements; Fees.

Some electronic funds transfers require an access device, payment of fees and your acceptance of an agreement, such as, for example, myTrustmark Agreement, etc. ("Agreement"). Keep your access device confidential. If you give your access device to another person, he or she is authorized to debit or credit your Account until you notify our Customer Contact Center that you have withdrawn the authority and you change your access device. Applicable fees may be charged to your Account and are subject to change at our sole discretion. "Change" means an increase or decrease in the dollar amount of fees, a charge for new services, or a charge for services on which fees were not previously assessed. If you keep your Account with us after the effective date of a change in fees, you agree to the change in fees. Please refer to the Agreement(s) and letter(s) of instruction and other disclosures given to you for other pertinent information.

Unauthorized Use; Termination of Use.

Access devices can be used only in a manner and for purposes we authorize. If your access device is used in an unauthorized manner by you or anyone else, we may reject the transaction or, at our sole option, may honor the transaction without a duty to do so in the future. We reserve the right not to issue an access device to you and to terminate access device privileges with or without cause or notice to you unless otherwise required by law. We do not have to reissue a lost or stolen access device. Without prior notice, we may cancel an access device and/or any agreement you may have with us for electronic funds transfers. If we cancel your access device or an agreement for electronic funds transfers, you remain liable for funds you owe as a result of prior electronic funds transfers and/or prior use of an access device.

Account Balance.

Electronic funds transfers may not be deducted from your Account until the transfer is processed by us. You are responsible for knowing the impact of an electronic funds transfer on your Account balance and

for knowing when a transfer, check or other withdrawal will exceed the balance in your Account. As stated in our Deposit Account Agreement (or the Terms and Conditions of Your Account), Trustmark may return (not pay) an electronic funds transfer request for an amount greater than the available balance in your Account; however, at our option but without any duty to do so in the future, we may pay a transfer which exceeds your account balance. Repeated overdrafts may result in cancellation of any agreement you may have with us for electronic funds transfer services. See our Deposit Account Agreement (or the Terms and Conditions of Your Account) for more information about non-sufficient funds and overdrafts. Our Funds Availability Disclosure provides information about when your funds are available for withdrawal. See our Notice to Trustmark Express ATM/ExpressCheck Cardholders for information about holds on funds in your account resulting from authorization of ExpressCheck (debit) card transactions.

Disclosures.

Types of transfers (account access).

Listed below are types of electronic funds transfers we are capable of handling, some of which may not apply to your Account. (Federal law limits the number of certain types of transfers that can be made from a savings account during a certain period of time. For further explanation, see "LIMITATIONS ON TRANSFERS - Limitations on Frequency (Number) of Transfers. Restrictions on Savings Accounts.")

Preauthorized credits. You may arrange to make preauthorized transfers to your checking or savings account. You may arrange for certain direct deposits (such as, government retirement benefits, military benefits, social security, dividends, and some employers' payroll or retirement benefits) to be accepted into your checking or savings account.

Preauthorized payments. You may arrange to make preauthorized transfers from your checking or savings account and to pay certain reoccurring bills (such as, insurance premiums or electric company bills) from your checking or savings account.

Third party initiated electronic funds transfers. On the telephone or Internet, you may authorize a third party to initiate an electronic funds transfer by providing the third party with your account and routing information. The third party will debit your account through the Automated Clearinghouse (ACH) network.

Electronic check conversion (e-check). E-check is where you give a merchant or service provider a paper check but authorize the paper check to be used to initiate an electronic funds transfer from your checking account. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

1. pay for purchases.
2. pay bills.

Merchant service fee. A merchant or other payee may charge you a fee for the return of an electronic funds transfer or a check due to insufficient or uncollected funds in your account. The fee may be collected by an electronic funds transfer from your account if the merchant or other payee notified you

that a fee for returned checks or electronic funds transfers will be collected via electronic funds transfer (and told you the amount of the fee) and you go forward with the transaction.

myTrustmark. If you are a myTrustmark customer using the Internet and entering your myTrustmark Login ID and myTrustmark password, you may:

1. transfer funds from an account at Trustmark to a deposit account designated by you on myTrustmark via a computer with Internet access (You may not transfer funds via myTrustmark until you complete the myTrustmark enrollment process and you sign and return to us a myTrustmark enrollment form on which you show your desire to make transfers via myTrustmark. If you become a myTrustmark transfer customer, certain of your Trustmark accounts will be designated as "linked accounts"; those are the accounts from which funds may be transferred via myTrustmark),
2. transfer funds from a linked account to make a payment on a Trustmark loan, including a credit card designated by you on myTrustmark via a computer with Internet access,
3. pay a bill or recurring bill from the payment account designated by you on myTrustmark via a computer with Internet access ("myTrustmark Payments"). (To pay bills via myTrustmark, you must complete the myTrustmark enrollment process and you must sign and return to us a myTrustmark enrollment form on which you specify your desire to pay bills via myTrustmark. If you become a myTrustmark Payment customer, myTrustmark will designate your primary Trustmark checking account as your "payment account" from which bills may be paid.),
4. check the balance in and view recently cleared transactions on your linked accounts,
5. reorder checks, or
6. transmit a stop payment order on a check written on a linked account.

Trustmark Express ATM Card. You may use your Trustmark Express ATM card (with your PIN) at a Trustmark Express, Pulse, CIRRUS and other Network ATMs ("terminals") to:

1. withdraw cash from your Trustmark checking account(s) or savings account(s),
2. make deposits to your Trustmark checking account(s) or savings account(s),
3. transfer funds between your Trustmark checking account(s) and savings account(s),
4. check balances in your Trustmark Accounts,
5. make payments (by cash or check) on loans or credit cards you have with us,
6. pay for purchases at any retail terminal that displays a debit/ATM option through Pulse Pay or associated networks ("point-of-sale transaction").

Some of these services may not be available at all terminals. You can make deposits to your Trustmark account(s) only at a Trustmark Express ATM specifically set up to take deposits. You can make payments on loans or credit cards you have with us only at a Trustmark Express ATM specifically set up to handle such a transaction.

Trustmark ExpressCheck (debit) Card. You may use your Trustmark ExpressCheck card (with your PIN) to do the same things a Trustmark Express ATM card can do. (See "Trustmark Express ATM Card" for an explanation of which services are available at which terminals.) And, you may use your Trustmark ExpressCheck card to:

1. obtain a cash advance from any financial institution which displays the MasterCard® logo,

2. purchase goods or pay for services anywhere a MasterCard® "debit" card is accepted.

Trustmark ExpressCheck cards are not available if you only have a savings account with us; if you have an active checking account with us and you have a

Trustmark ExpressCheck card on that checking account, your savings account with us can be added to your Trustmark ExpressCheck card as a secondary account only.

Payroll Card Account. You may access funds from your payroll card ("PayCard") account using the Trustmark Express ATM card that will be provided to you after your account has been established. Upon receipt of your ATM card via the mail, you may use it (with your PIN) to:

1. withdraw cash from your Trustmark "PayCard" account.
2. pay for purchases at any retail terminal that displays a debit/ATM option through Pulse Pay or associated networks ("point-of-sale transaction").

Limitations on transfers.

Limitations on Frequency (Number) of Transfers. For security reasons, there are limits on the number of transfers you can make each 24-hour period using ATMs and the point-of-sale transfer service.

Restrictions on Savings Accounts. Under federal regulations, transfers from a savings account to another account belonging to you at Trustmark or to a third party by preauthorized, automatic or telephone transfers (including fax or with Trustmark's home or Internet banking service) are limited to six per calendar month or statement cycle (depending on the type of account you have). If you violate or attempt to violate this limitation, we may reject or reverse the transfer, may close your Account, or may transfer your funds to a non-interest bearing account.

Limitations on Dollar Amounts of Transfers.

Trustmark Express ATM and Trustmark ExpressCheck (debit) card. ATM withdrawals are limited to a maximum of \$800 each business day. ATMs owned by other financial institutions may have different limits. Point of sale transactions to buy goods or services, or to obtain cash, where permitted, using either a Trustmark Express ATM card or a Trustmark ExpressCheck card (with your PIN) are limited to a maximum of \$5000 per business day. You may also use your Trustmark ExpressCheck card in transactions (without your PIN) to buy goods or services anywhere a MasterCard® "debit" card is accepted or to obtain cash from participating financial institutions displaying the MasterCard® logo, limited to a maximum of

\$5,000 in pending transactions (transactions which have been authorized but not yet posted to your account) outstanding at any one time. Some merchants may establish a lower limit. These limits may be different if we have separately notified you of a different limit.

myTrustmark. The business day for internal transfers, from one Trustmark deposit account to another Trustmark deposit account, is 9:01 p.m. to 9:00 p.m. CST, seven (7) days a week. The business day for internal transfers from one Trustmark deposit account to a Trustmark non-deposit account (for example, a Trustmark loan, Trustmark mortgage or Trustmark credit card, etc.) is 9:01 p.m. to 9:00 p.m.;

however, the payment will not post to the Trustmark non-deposit account until processing on the next business day. The business day for external transfers, from one Trustmark account to accounts at other financial institutions is 3:31 p.m. to 3:30 p.m. CST. External transfers and internal transfers are each separately limited to the designated cut off times listed above for each type of transfer. External transfers and internal transfers are each separately limited to a total dollar amount of \$10,000 per business day. Additionally, external transfers are limited to a total dollar amount of \$30,000 per month.

All Transactions. Transactions may not exceed the lesser of (1) your available Account balance or (2) the maximum amounts stated above, except that transactions exceeding your available account balance may be approved if your account is tied to an overdraft protection agreement with us or if we decide, in our discretion, to approve payment of an overdraft on your account. Each transaction resulting in an overdraft on your account will incur an Overdraft fee, the amount of which is disclosed in the Miscellaneous Service Fee Schedule accompanying this disclosure. See our Deposit Account Agreement (or the Terms and Conditions of Your Account) for more information about non-sufficient funds and overdrafts.

Other Limitations Applicable to Transfers. If you received or, in the future, receive a separate agreement and/or disclosure issued in connection with a particular type of access device or particular type of transfer, please refer to that document for additional information about, for example, (1) processing cutoff times (the time by which you must transmit an instruction to make a transfer, on a business day for the transfer or transfer instruction to be acted on that night, with transfers and transfer instructions after that time being acted on the night of the next business day), (2) how long it takes to activate or reactivate a myTrustmark account, (3) charges made in foreign currency with a Trustmark ExpressCheck card, (4) holds which may be put on an account when a Trustmark ExpressCheck card is used to pay for goods or services or to obtain cash, etc.

Down Time. At certain times, myTrustmark will be unavailable and cannot be accessed. Occasionally, an ATM or point-of-sale terminal may be unavailable.

Funds Availability. Our Funds Availability Disclosure addresses when deposits are available for withdrawal.

Consumer's liability for unauthorized transfers and why you should promptly report loss, theft or unauthorized use of an access device.

Tell us AT ONCE if you believe your access device (for example, Trustmark Express ATM card, Trustmark ExpressCheck card, personal identification number or PIN, myTrustmark access number, myTrustmark Login ID, or myTrustmark password, etc.) has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus the maximum of an overdraft protection limit, if any, you may have with us). If you tell us within 2 business days after you learn of the loss or theft of your access device, you can lose no more than \$50 if someone used your access device without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access device, and we can prove we could have stopped someone from using your access device without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make including those made by your access device or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

How to contact us about an unauthorized transfer or the loss or theft of an access device.

If you believe your access device (for example, Trustmark Express ATM card, Trustmark ExpressCheck card, PIN, myTrustmark access number, myTrustmark Login ID, or myTrustmark password, etc.) has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call us at 601-961-6000 (in the Jackson, Mississippi area) or 1-800-CHECK-24 (1-800-243-2524) (outside of the Jackson, Mississippi area) or write us at Trustmark National Bank, Attn: Customer Contact Center, Box 291, Jackson, MS 39205-0291. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Business days of Trustmark National Bank.

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Fees.

Per Transfer Charge. If you have an account on which we charge an excess deposit fee, we will charge you a per-item deposit fee if the number of deposits exceeds the permissible number of deposits per statement cycle. If you have an account on which we charge an excess withdrawal fee, we will charge you a per-item withdrawal fee if the number of withdrawals exceeds the permissible number of withdrawals per statement cycle. To determine the amount of the per-item withdrawal fee or the per-item deposit fee, when such a fee is charged and if such a fee is applicable to your Account, see the Truth-in-Savings disclosure applicable to your Account.

ATM Charge. When you use an ATM not owned by us, you may be charged a fee by the ATM operator and/or by any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. You may be charged a fee for use of a Trustmark Express ATM card or a Trustmark ExpressCheck card at a Pulse Network ATM, at a CIRRUS Network ATM, or at other Network ATMs. You will be charged a fee for use of a Trustmark Express ATM card or a Trustmark ExpressCheck card at a Trustmark Express ATM located on casino property. We will not charge you a fee for your use of a Trustmark Express ATM card or a Trustmark ExpressCheck card at other Trustmark Express ATMs unless a notice of fee is posted on the Trustmark Express ATM being used by you.

Replacement Fee. We may, at our sole option, charge you a fee for a replacement access device.

Service Fees. If an electronic funds transfer results in an assessment of a service fee (such as, a minimum-balance fee, stop-payment fee, Non-Sufficient Funds fee, Overdrafts fee, etc.) under the Truth-in-Savings disclosure applicable to your Account, you will be charged the applicable fee.

Change in Fees. With prior notice to you, fees are subject to change at our sole discretion.

Amount of Fees. Fee amounts are listed in the Miscellaneous Service Fee Schedule accompanying this disclosure. You may, at anytime, obtain a current list of fees by contacting any of our branch representatives or by calling 1-800- 243-2524 or, in Jackson, Mississippi, 601-961-6000.

Documentation of transfers.

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your Account using one of our Trustmark Express automated teller machines (ATMs), if you request a receipt, or a point-of-sale terminal.

Preauthorized Credits. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at 601-961-6000 (in the Jackson, Mississippi area) or 1-800- CHECK-24 (1-800-243-2524) (outside of the Jackson, Mississippi area) to find out whether or not the deposit has been made.

Periodic Statements. You will get a monthly account statement if you have a checking account. If you have a savings account, you will get a monthly statement unless there are no electronic funds transfers during the month; in any case, you will get a statement at least quarterly.

Preauthorized payments.

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account (a preauthorized transfer), you can stop any of these payments. Here's how:

Call us at 601-961- 6000 (in the Jackson, Mississippi area) or at 1-800-CHECK-24 (1-800-243-2524) (outside of the Jackson, Mississippi area) or write us at Trustmark National Bank, Attn: Customer Contact Center, P.O. Box 291, Jackson, MS 39205-0291 in time for us to receive your request 3 business days or more before the payment is scheduled to be made.

If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We will charge you for each stop payment order you give. The amount of the stop payment charge is disclosed in the Miscellaneous Service Fee Schedule accompanying this disclosure.)

A myTrustmark Payment or transfer can be a preauthorized (recurring) electronic funds transfer or a non-recurring electronic funds transfer. myTrustmark customers - please see the myTrustmark Agreement for an on-line method to cancel a myTrustmark Payment or transfer. myTrustmark customers cannot cancel a completed transfer or myTrustmark Payment.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may

choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Stop payments on certain other transfers.

If you have authorized a merchant or other payee to initiate a one-time transfer from your account via telephone or via the Internet by providing information about your account number at this bank, or if you believe that a check you have issued on your account has been converted to an electronic funds transfer, you may stop payment on any of these transfers by contacting us at 601-961-6000 (in the Jackson, Mississippi area) or at 1-800-CHECK-24 (1- 800-243-2524) (outside of the Jackson, Mississippi area) before the transfer is completed. We will require the exact dollar amount of the transfer, the name of the party to whom you gave the check or authorization, and the check number (if any). We will charge you a fee for each stop payment order you give. Fee amounts are listed in the Miscellaneous Service Fee Schedule accompanying this disclosure.

You may not stop payment on a point-of-sale, ATM or debit card transaction or on a completed transfer or completed payment.

Our liability for failure to make transfers.

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. if, through no fault of ours, you do not have enough money in your Account to make the transfer.
2. if you have an agreement with us for overdraft protection and the transfer would go over the available credit limit on your overdraft line.
3. if the transfer would exceed the applicable limit on frequency or dollar amount of transfers.
4. if the automated teller machine where you are making the transfer does not have enough cash.
5. if the terminal, computer, Internet, or system was not working properly and you knew about the breakdown when you started the transfer.
6. if circumstances beyond our control or the processor's control (such as fire, flood or system failure, interference from an outside source, computer virus, other problem associated with an on-line system) prevent the transfer, despite reasonable precautions that the processors or we have taken.
7. if funds are subject to legal process or other encumbrance or a hold restricting such transfer.
8. if the transfer was not completed because you reported to us that your access device was stolen or that the transfer was without your permission or because we otherwise believed that a security breach occurred or was occurring on the use of your Account or electronic funds transfer services.
9. if you gave improper instructions or tried to use an access device in an unauthorized or illegal fashion.

10. if you did not give us the correct information necessary to complete the transfer such as the name, address of the party to receive payment, the transfer amount or applicable account information.
11. if you did not follow the instructions for transfers or if you did not use proper hardware or software or Internet access.
12. for postal delays or processing/mishandling delays by a payee.
13. if the software, hardware, electronic device (telephone, computer, modem, etc.), communication lines, networks, etc. were not working properly and you knew about the malfunction when you initiated a request for transfer.
14. if a technical malfunction happened at the time a preauthorized transfer should have occurred.
15. if you do not change or edit transfer instructions, which were correct when given, but become incorrect prior to the transfer.
16. if your electronic funds transfer privileges had terminated or had been deactivated or your password or access device had expired, or
17. if your Account was closed.

There may be other exceptions stated in our Deposit Account Agreement (or Terms and Conditions of Your Account) or another agreement with you (such as, the myTrustmark Agreement).

Confidentiality - disclosure of account information to third parties.

Unless prohibited by our privacy policy, we will disclose information to third parties about your Account or the transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. if you give us your written permission; or
5. as is otherwise provided in other agreements you have with us regarding your deposit account.

Error resolution procedure.

In Case of Errors or Questions About Your Electronic Funds Transfers, Telephone us at 601-961-6000 (in the Jackson, Mississippi area) or at 1-800- CHECK-24 (1-800-243-2524) (outside of the Jackson, Mississippi area) or write us at Trustmark National Bank, Attn: Customer Contact Center, P.O. Box 291, Jackson, MS 39205-0291 (or, if you are a myTrustmark customer, you may send a secure message using the "Message" tab in myTrustmark) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents used in our investigation.

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