

BANK OVERDRAFT PRIVILEGE DISCLOSURE
Effective Date: November 1, 2017

We believe it is important for you to use your checking account responsibly and never intentionally overdraw your account. However, we realize that financial shortfalls happen from time to time and we have several options available for you. As a benefit to our customers, we offer these useful services to cover you in the event that you overdraw your checking account.

Overdraft Protection options:

Transfer from another account – If you have other accounts with us, you can authorize us to transfer the funds needed to cover your overdraft. Savings/DDA Transfer. \$5.00 per transfer charge. Application required.

Overdraft Privilege: Overdraft Privilege (Checkguard 24) is a service we offer to you to cover overdrafts to a set limit, subject to the eligibility criteria as explained below. With Overdraft Privilege we generally pay your overdraft, however, whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. When we pay overdraft items for you, you will be charged our normal overdraft fee, currently \$30.00, for each item that is presented. Both the amount of the overdraft items and all applicable fees, including but not limited to \$30.00, overdraft fees, are included in this limit.

Eligibility Criteria – Application is required for Overdraft Privilege; eligibility is at the sole discretion of the Bank and is based on you managing your checking account in a responsible manner. Your Overdraft Privilege may be suspended or permanently removed based on the following criteria:

- You are more than 30 days past due on any Bank loan or delinquent on any other obligation to the Bank.
- You are subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding.
- You have an outstanding balance on an Overdraft Repayment Plan.
- An extended hold is being placed on your checking account or any other account relationship, in which case your Overdraft Privilege will be suspended without prior notice
- Your average monthly balance is less than \$150.00
- You have not deposited at least \$300.00 into your account
- You have had more than four (4) occurrences of insufficient funds within the past 90 days.
- You have an account that has been opened less than 90 days.
- A ChexSystems or any other negative indicator is present
- Your account is a fiduciary trust, escrow, student, and minor, Not-for-Profit, Charitable, Tax-Exempt, One Time Event, Organizational Club, Business/Commercial, Money Market, or Public Fund.
- Your account is classified as dormant.
- You do not bring your account to a positive balance within 30 days.
- We do not have a valid address for you.

One Privilege per SSN - Generally, we will limit this Privilege to only one account per Social Security Number (SSN)

Suspension/Removal of Privilege – You may be suspended or removed immediately from the Overdraft Privilege if:

- You do not bring your account to a positive balance within a 30 day period
- You fail to meet our eligibility criteria
- If you meet all the criteria listed, we may still remove the privilege if we believe you are not managing your account in the most responsible manner which may harm you or us.

Transactions Covered by Overdraft Privilege – Overdraft Privilege will be available for all checks written, in-person withdrawals and electronic transactions (ACH). However, if you have activated the Overdraft Services feature ATM and everyday Visa Debit transactions will also be covered.

Opt In – You may choose to opt-in to the Overdraft Privilege (Checkguard 24) at account opening or at any time thereafter. However, all criteria must be met before the Overdraft Privilege will be added to your account. If you did not opt-in at account opening, simply contact us and we will provide you with an opt-in form to add this benefit to your account.

Opt Out – You may never need to take advantage of the Overdraft Privilege (Checkguard 24) option but you may find it useful in the event of temporary shortfall. If you do not want to have Overdraft Privilege or, if after you have requested to have Overdraft Privilege added to your account, you no longer wish to have it, simply contact us and we will provide you with an opt-out form to remove this benefit from your account.

Additional Information – Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories and the bank with regard to your deposit accounts. The account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them.

Waiver: The Bank's forbearance from, or delay in, exercising any of the Bank's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this Overdraft Privilege disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the Bank's rights, remedies or privileges.

Arbitration: You and the Bank agree that the exclusive remedy and forum for all disputes arising out of that overdraft privilege or your or Bank's performance there under, except for matters you or Bank take to small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.