

Union First Market Bank Discretionary Overdraft Privilege Policy

The Deposit Account Disclosures and Terms and Conditions (the “Disclosures”) provided to you at the time you opened your account with Union First Market Bank (the “Bank”) controls the duties, obligations and rights of the Depositor, the Authorized Signatories, and Bank with regard to your checking account. The Disclosures (and all amendments thereto) shall control any possible conflict between any provision of this Discretionary Overdraft Privilege Policy and the Disclosures. A copy of the relevant Disclosure is available to you upon request.

The Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds, and any discretionary payment (or other negotiation or processing) by the Bank of any non-sufficient fund check or checks (or other item) does not obligate the Bank to pay any additional non-sufficient fund check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient fund check or item.

As a discretionary courtesy, the Bank will consider approving your reasonable overdrafts with our Overdraft Privilege service. *If you are opening a new account or adding Overdraft Privilege to an existing account*, this privilege for consumer checking accounts will be limited to an initial, preset maximum dollar amount of **\$100.00** in overdraft (negative) balances. *If you currently do have Overdraft Privilege*, your current limit will not change.

After 60 days, your new account, or existing account to which Overdraft Privilege has been added for the first time, may be reviewed for an increase to the \$100.00 limit if your account has remained in good standing which includes, but is not limited to the following:

- A) making regular deposits consistent with your past practices;
- B) the understanding that the amount of any overdrafts (OD) plus any non-sufficient funds (NSF) and/or overdrafts (NSF/OD) charge(s) that you owe us shall be payable on demand. Overdraft charges are associated with items presented on your account within your overdraft privilege limit whereas non-sufficient funds are associated with items that are presented against your account that is overdrawn above and beyond your overdraft privilege limit or if you do not have overdraft privilege on that account;
- C) you are not in default on any loan or other obligation to the Bank; and
- D) you are not subject to any legal or administrative order or levy.

If you use Overdraft Privilege, any and all fees and charges, including without limitation the non-sufficient funds fees and interest charges (as set forth in the Bank’s fee schedules and the Disclosures), will be included.

The total of the discretionary courtesy overdraft (negative) balance, including any and all fees and charges and all non-sufficient funds/overdraft fees, is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Disclosures.

Again, approval of payment of reasonable overdrafts by the Bank on accounts in good standing (as described above) is only a discretionary courtesy, not a right or obligation, and is within the Bank’s sole and absolute discretion, which approval can cease at any time without prior notice to you of reason or cause.