



## OVERDRAFT PRIVILEGE POLICY (Not-Sufficient Funds)

Beginning July 1<sup>st</sup>, 2011

It is the policy of our Bank to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

When a customer requests Overdraft Privilege, the bank will review the customer's account for 30 days and if the account has been kept in "good standing" (See definition of Good Standing below) then the Overdraft Privilege will be activated.

An insufficient balance may result from: A) The payment of checks, electronic funds transfers, or other withdrawal requests; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) The imposition of bank service charges; or E) The deposit of items which according to the Bank's Funds Availability Policy, are treated as not yet "available" or finally paid. We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. However, if you maintain your account in good standing, defined as: A) Making regular deposits; B) Bringing the account to a positive balance every thirty days or less; and C) There are no legal orders outstanding, we will approve your reasonable overdrafts as a non-contractual courtesy. Generally, we will not approve an overdraft for you in excess of \$500. These limits include our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s).

We may refuse to pay an overdraft for you at any time, even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return an item. The amount of any overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s) that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s).

**INELIGIBLE ACCOUNTS AND LIMITATIONS:** Overdraft Privilege Program is available only for eligible accounts that are maintained in good standing as defined above. Savings type accounts, money market accounts, public fund/charitable organization accounts, certain trust accounts, estate accounts, guardianship accounts and minor accounts not of legal age are not eligible for this service. We may limit the number of accounts eligible for Overdraft Privilege to one account per household. Additionally, we reserve the right to not approve any overdrafts against your account until we can verify that your account is being maintained in good standing, as defined above.

**ELIGIBLE ACCOUNTS:** The account type that are eligible for Overdraft Privilege are:

**Personal:** MAXimum Free Checking, MAXTunes Checking, Focus Free Checking, Super NOW checking, Value Plus Checking and Senior Gold Checking.

**ACCOUNT FEES:** Whether we pay or return a Non-Sufficient Funds item, a flat-per-item handling fee of \$32.00 will be charged to your account as a Non-Sufficient Funds or Overdraft (NSF/OD) Charge, The maximum daily per item handling fee for items paid using the Overdraft Privilege Program is \$96.00 per day. If your account stays overdrawn for 3 consecutive days a \$5.00 daily overdraft fee will be charged to your account starting on the 3<sup>rd</sup> consecutive day and every 3rd consecutive day thereafter until the account is brought back to a positive balance as set forth in our common fees schedule. No per item handling fee will be charged on de minimis overdrafts. De minimis overdraft for this policy means transactions that overdraw your account by \$10 or less.

**OPT-IN:** You must opt-in to be enrolled in the “Overdraft Privilege Program”. When you opt-in to the program, checks and other items will be covered (subject to limitations stated above) under the Overdraft Privilege Program as long as your account is maintained in good standing. If at any time you wish to opt out of this program you can mail the cancelation form below to Focus Bank, P.O. Box 99, Charleston, MO 63834.

\_\_\_\_\_ I **want** Focus Bank to enroll me in the “Overdraft Privilege Program” as soon as I qualify.

\_\_\_\_\_ I **do not want** Focus Bank to enroll me in the “Overdraft Privilege Program”.

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Account Number: \_\_\_\_\_

Signature: \_\_\_\_\_

**OPT-OUT:** You have the option of opting out of this program at any time. When you opt-out of the program, checks and other items covered under the Overdraft Privilege Program may not be paid when there are not sufficient funds in the account. If you wish to opt out of this program you can mail the cancelation form below to Focus Bank, P.O. Box 99, Charleston, MO 63834.

Focus Bank  
Overdraft Privilege Program  
Opt-Out Form

I hereby request Focus Bank to cancel Overdraft Privilege on my checking account.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date