

# Focus Bank

## Focus Bank Announces Convenient “Overdraft Privilege”

To Our Valued Bank Customers:

Focus Bank is constantly evaluating new products and better ways to serve our customers. This is why we adopted the Overdraft Privilege Policy.

**OVERDRAFT PRIVILEGE** will provide you with the ability to overdraw your account, up to \$500 for consumer accounts and some business accounts.

As long as your account has been open for 30 days and maintained in good standing, defined as: A) Making regular deposits sufficient to cover your transactions; B) Bringing your account to a positive balance – meaning not overdrawn for more than thirty days consecutively – and; C) There are no legal orders outstanding on your account, we will normally honor (pay) your overdrafts up to the limits mentioned above, including our normal Non-Sufficient Funds (NSF) Charge(s).

This “Overdraft Privilege” is extended to you to provide additional flexibility and convenience in managing your funds, and to provide you with peace of mind knowing your checks will be honored up to your assigned overdraft privilege limit.

This non-contractual courtesy requires no action on your part. You do not have to sign any additional documents and it costs you nothing unless you use the privilege – by initiating checks, electronic funds transfers, or other payment or withdrawal requests for more than you have on deposit in your account. If you maintain your account in good standing and you have need for this “privilege”, we will pay your checks up to your assigned limit, and we will charge your account. We will send you a notice each time an overdraft occurs.

**OVERDRAFT PRIVILEGE** is another convenience, and another good reason, for banking with Focus Bank.

Please read the policy on the back of this document, which will further clarify any questions you may have. If you still have questions do not hesitate to call Customer Service or your account officer.

**THANK YOU FOR BANKING WITH  
FOCUS BANK**

# Focus Bank

## OVERDRAFT PRIVILEGE POLICY

(Not-Sufficient Funds)

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.

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 for Free Checking accounts open for more than thirty (30) days, or \$500 for other Personal Checking accounts open more than thirty (30) days. 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).

**LIMITATIONS:** Available only to consumer accounts (excluding Money Market accounts) for personal and household use and 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.

**ACCOUNT FEES:** Whether we pay or return a Non-Sufficient Funds item, a flat-per-item handling fee will be charged to your account as a Non-Sufficient Funds or Overdraft (NSF/OD) Charge, as set forth in our common fees schedule.