

Focus Bank
Discretionary Overdraft Privilege Disclosure

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

The Deposit Account Agreement and Disclosure provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and Focus Bank with regard to your checking account. The Deposit Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Disclosure and the Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from your Focus Bank officer.

The Overdraft Privilege is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your then-existing Overdraft Privilege limit and the amount of the NSF Paid Handling Fee. Focus Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Focus Bank of an overdraft check (or item, such as an ATM withdrawal) does not obligate Focus Bank to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

Pursuant to Focus Bank's commitment to always provide you with the best level of service, now and in the future, if you maintain your account in good standing, which includes at least:

- A) Bringing your account to a positive balance within every thirty-five (35) day period for a minimum period of 1 business day;
- B) Not being in default on any loan or other obligation to Focus Bank and
- C) Not being subject to any legal or administrative order or levy.

Focus Bank will have the discretion to pay overdrafts within the Overdraft Privilege limits, but payment by Focus Bank is a discretionary courtesy and not a right of the customer or an obligation of Focus Bank. An Overdraft Privilege limit of \$100 will be given at account opening to eligible consumers. This privilege for consumer checking accounts will generally be limited to a maximum of \$500 overdraft (negative) balance after a 30 day period and a maximum of \$1,000 (negative) balance for business accounts after 60 days. Of course any and all fees and charges, including without limitation, the non-sufficient funds fees (as set forth in our fee schedules and deposit account agreement and disclosure), will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the Overdraft Privilege amount as a result of the assessment of a fee.

The total of the discretionary Overdraft Privilege (negative) balance, which includes any and all fees and charges, including 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 Deposit Account Agreement and Disclosure. Our standard NSF Paid Handling fee of \$32 will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means. If your account balance remains overdrawn for longer than 3 days, we will charge your account a daily overdraft fee of \$5 every three consecutive business days the account remains overdrawn, beginning with day 3. The maximum amount of NSF Paid Handling Fee or NSF Returned Handling Fees that will be charged to a consumer customer's account is 4 items or \$128 per day. We do not charge an NSF Paid Handling Fee if a consumer account is overdrawn by less than \$10. **These limitations do not apply to business accounts.**

While Focus Bank will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the customer or an obligation of Focus Bank and Focus Bank in its sole and absolute discretion, can cease paying overdraft at any time without prior notice of reason or cause. If you do not maintain your account in good standing, the Overdraft Privilege limit will be reduced to \$100 or removed.

For our consumer customers, Focus Bank will not pay overdrafts for ATM or everyday debit card transactions unless Focus Bank has provided you with the notice required by §1005.17(b) of Regulation E and you have opted in to the payment of these overdrafts. In order to avoid overdrafts due to ATM and everyday debit card transactions, Focus Bank will place a hold on your account for any ATM or everyday debit card transaction authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules.

Both consumer and business customers may discontinue having Overdraft Privilege cover future transactions at any time by contacting one of our Customer Services Representatives.