

## OVERDRAFT PRIVILEGE POLICY

\$300.00 to \$500.00 Overdraft Privilege - \$25.00 Fee for each item paid in overdraft.

### (A Discretionary Overdraft Service)

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.

A non-sufficient funds 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. Rather than automatically returning, unpaid, any non-sufficient funds items that you may have, if your eligible account (primarily used for personal and household purposes) has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices, and depositing at least \$300 or more in your account within each thirty (30) day period, (B) You are not in default on any loan obligation to Texas Bank, (C) You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days, and (D) Your account is not the subject of any legal or administrative order or levy, we will consider, as a discretionary courtesy or \*service and not a right or obligation on our part, approving your inadvertent overdrafts. This discretionary \*service will generally be limited to a \$300 overdraft (negative) balance for Free Checking accounts or a \$500 overdraft (negative) balance for other eligible Personal Checking accounts. Of course, any and all bank fees and charges, including without limitation our non-sufficient funds/overdraft fees (as set forth in our fee schedules) will be included in this limit. ACH, ATM, POS, and all other electronic funds transactions process before checks or other withdrawal requests.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and 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 any 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 eligible personal checking accounts primarily used for personal and household purposes. (Business accounts, Money Market and Savings accounts, Minor accounts, and Public Fund accounts are not eligible) We may limit the number of accounts eligible for the Overdraft Privilege \*service to one account per household.

If you wish to decline the Overdraft Privilege \*service, simply call the bank at (800) 281-3889 and request the overdraft limit be removed from your account.

\*The Overdraft Privilege service does not constitute an actual or implied agreement between you and the bank. Nor does it constitute an actual or implied obligation of or by the bank. This service represents a purely discretionary courtesy or privilege that the bank may provide to you from time to time and which may be withdrawn or withheld by the bank at any time without prior notice or reason or cause.

Overdraft (OD) charges will be limited to six (6) per day.

No OD charge will be imposed if your balance does not fall below a \$10.00 overdraft (negative) balance.