



Discretionary Overdraft Privilege Disclosure

It is the policy of Citizens Tri-County 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 Citizens Tri-County 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 Citizens Tri-County 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 overdraft fee. Citizens Tri-County Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Citizens Tri-County Bank of an overdraft check (or item, such as an ATM withdrawal) does not obligate Citizens Tri-County 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). For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts.

Pursuant to Citizens Tri-County 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) calendar-day period for a minimum period of 1 business day;
- B) Not being in default on any loan or other obligation to Citizens Tri-County Bank and
- C) Not being subject to any legal or administrative order or levy,

Citizens Tri-County Bank will have the discretion to pay overdrafts within the Overdraft Privilege limits, but payment by Citizens Tri-County Bank is a discretionary courtesy and not a right of the customer or an obligation of Citizens Tri-County Bank. An Overdraft Privilege limit of \$100 will be given at account-opening to eligible accounts for a period of approximately 35 days. If your account is in good standing after this initial period and at our discretion, this privilege for consumer checking accounts will generally be increased to and limited to a maximum of \$800 overdraft (negative) balance and a maximum of \$800 (negative) balance for business accounts. 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 Overdraft fee of **\$24.00** will be imposed for paid overdrafts created by check, in-person withdrawals, ATM withdrawals, or by other electronic means. The maximum amount of Overdraft items that we will charge you for is 6 overdraft items or \$144.00 per day. We will not charge an Overdraft fee if your account is overdrawn by less than \$10.00. We will charge an additional overdraft charge of \$4.50 for each consecutive business day your account remains overdrawn, beginning with the 3rd business day. These limitations do not apply to business accounts. You must repay or cover any overdraft and establish a positive balance in the account in 35 calendar days.

While Citizens Tri-County 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 Citizens Tri-County Bank and Citizens Tri-County 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 may be reduced to \$100 at our discretion.

For our consumer customers, Citizens Tri-County Bank will not pay overdrafts for ATM or everyday debit card transactions unless Citizens Tri-County Bank has provided you with the notice required by Regulation E and you have consented to the payment of these overdrafts and payment of the overdraft fee(s). In order to avoid overdrafts due to ATM and everyday debit card transactions, Citizens Tri-County 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 commercial customers may discontinue having Overdraft Privilege cover future transactions at any time by contacting one of our Customer Services Representatives (423)949-4804. We also have alternatives to Overdraft Privilege that maybe available and less expensive to you, such as the use of automatic transfers from other accounts you have with us.

MEMBER FDIC