

## Community Bank & Trust

### Discretionary Overdraft Privilege Program Consumer

It is the policy of Community Bank & Trust to comply with all applicable laws and regulations and to conduct business in accordance with 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 Community Bank & Trust with regard to your checking account. The terms and conditions of your deposit account agreement (and all amendments thereto) shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Policy and the Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from any Community Bank & Trust office.

Overdraft privilege is not a line of credit. However, if you overdraw your account, we will have the discretion to pay the overdraft subject to the limit of your overdraft privilege and the amount of the overdraft fee. Community Bank & Trust is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment (or other negotiation or processing) by Community Bank & Trust of any non-sufficient funds checks, ATM, debit card, ACH debit (Automatic Clearing House), preauthorized and telephone or internet transaction does not obligate or create an agreement or course of dealing for Community Bank & Trust to pay any additional non-sufficient funds check, ATM, debit card, ACH debit, preauthorized and telephone or internet transaction or to provide prior notice of its decision to refuse to pay any additional non-sufficient funds check, ATM, debit card, ACH debit, preauthorized and telephone or internet transaction.

Pursuant to Community Bank & Trust's commitment to always provide you with the best level of service, now and in the future, if your consumer 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) Bringing your account balance to a positive balance within every thirty (30) day period;
- B) You are not in default on any loan or other obligation to Community Bank & Trust and
- C) You are not subject to any legal or administrative order or levy.

Community Bank & Trust will have the discretion to pay overdrafts within the overdraft privilege limits, but payment by Community Bank & Trust is a discretionary courtesy and not a right of the account holder or an obligation of Community Bank & Trust. Items will be paid in the following order: ATM, debit card, ACH debit, preauthorized and telephone or internet transactions, and checks in check number order. This privilege for consumer checking accounts will generally be limited to a maximum of \$600.00 overdraft (negative) balance. Of course, any and all fees and charges, including without limitation, the non-sufficient fund fees (\$35.00 charge for each ATM, debit card, ACH debit, preauthorized and telephone, internet transaction or check causing the account to go into a negative balance), will be included as part of this maximum amount.

The total of the discretionary overdraft privilege (negative) balance, including 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.

Again, while Community Bank & Trust 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 account holder or an obligation of Community Bank & Trust. Community Bank & Trust, in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.

#### Opt In or Opt Out Notification

Under Regulation E, you are required to provide the bank affirmative Opt In notification to authorize and pay overdrafts on your ATM and everyday debit card transactions. Refer to disclosure 'See What You Need to Know about Overdrafts and Overdraft Fees' for explanation and to record your decision. Discretionary overdraft privileges will still apply to non-sufficient funds checks, re-occurring debits, ACH debits, preauthorized or telephone or internet transactions within your overdraft privilege limits.

You also have the right to completely opt out of the Discretionary Overdraft Privilege Program altogether and advise us not to pay any overdrafts. If you do, however, you will be charged a \$35.00 return fee for each item that is returned per day on your account.

Community Bank & Trust does offer alternative overdraft payment services that you may qualify for, including a line of credit. If you have questions regarding any of these alternative services, or if you wish to opt out of the Discretionary Overdraft Privilege Program, or not authorize and pay overdrafts on ATM and everyday debit card transactions, please contact Community Bank & Trust.