

FCB Banks Overdraft Allowance Disclosure

It is the policy of FCB Banks to comply with all applicable laws and regulations regarding the payment of overdrafts and to conduct business in accordance with all 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 FCB Banks with regard to your checking account or money market account. The Deposit Account Agreement and its terms shall determine all provisions of FCB's Overdraft Allowance. A copy of the Deposit Account Agreement and Disclosure is available to you upon request.

Overdraft Allowance 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 Overdraft Allowance and the amount of the overdraft fee. FCB Banks is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by FCB Banks of an overdraft check, ACH, POS, ATM, over the counter withdrawals or any other debit item does not obligate FCB Banks to pay any other overdraft item(s), or to provide prior notice of its decision to refuse to pay any such item.

To qualify for FCB's Overdraft Allowance, your account must be opened for at least sixty (60) days with a positive balance and a regular monthly deposit averaging \$250 or greater. Thereafter, you must maintain your account in good standing and FCB Banks will, at our discretion, pay overdraft items up to your Overdraft Allowance limit. Maintaining your account in good standing means:

- 1) Bringing your account to a positive balance every thirty (30) days for a minimum of one (1) business day;
- 2) Not being more than thirty (30) days late on any loan or other obligation with FCB Banks;
- 3) Not being subject to any legal or administrative order or levy.

Overdraft Allowance Limits: Consumer Checking Accounts and Consumer Money Market Account - \$500.00

FCB Banks will have the discretion to pay overdrafts within the Overdraft Allowance limit. Payment by FCB Banks is a discretionary courtesy and not a right of the customer or an obligation of FCB Banks. This courtesy for consumer checking or money market accounts will be established upon consumer request. Any and all fees and charges, including insufficient funds and overdrawn account fees, as disclosed in our Deposit Account Agreement and Disclosure will be included in the maximum Overdraft Allowance limit. Our current charge is \$30.00 for each insufficient funds item paid or returned, with an additional charge of \$30.00 for each additional five (5) business days that the account is overdrawn. Transactions may not be processed in the order in which they occurred. Generally, electronic items, such as ATM withdrawals and debit card transactions, will be presented to the account first. Checks presented will be posted to the account according to the dollar amount of the check. The checks with the lowest amount will be presented first. You will incur no more than five (5) charges for NSF items, paid or returned, per business day. In addition, accounts that are overdrawn less than \$5.00 will incur no charges for NSF items, paid or returned.

The total of the Overdraft Allowance (negative) balance, including all bank fees, charges and all overdraft fees, is due and payable upon demand and the account owners will continue to be liable, jointly and severally, for all such amount, as described in the Deposit Account Agreement and Disclosure with a maximum repayment period of 30 days.

While FCB Banks will have the discretion to pay overdrafts on accounts in good standing, any such payment is a discretionary courtesy, and not a right of the customer or an obligation of FCB Banks. FCB Banks, in its sole and absolute discretion, can cease this courtesy at any time without prior notice or cause.

If you have an overdraft transfer from another FCB account, funds will be accessed from this account(s) first and then your Overdraft Allowance will be accessed based on the specific limit tied to your account.

The standard Overdraft Allowance limit will cover checks, ACH debits and recurring debit card transactions for customers that request it. The Overdraft Allowance limit will cover ATM withdrawals/transfer and every day debit card transactions only if you agree or opt-in to this service.