



OVERDRAFT PRIVILEGESM SERVICE DESCRIPTION

(A *Discretionary* Overdraft Service)

Silver Lake Bank (“we, us or our”) offers Overdraft Privilege Service (ODP). If your account qualifies for ODP, we will consider, without obligation on our part, paying items for which your account has insufficient or unavailable funds, instead of automatically returning those items unpaid. This document explains how ODP operates.

Transactions That May Qualify For ODP

An overdraft occurs when you do not have enough money in your account to cover a transaction. Although there are many reasons why your account might become overdrawn, most overdrafts result from the following:

- You write a check, swipe your check card or ATM card or initiate an electronic funds transfer in an amount that exceeds the amount of funds available in your account.
- You deposit a check or other item into your account and the item is returned unpaid, which causes a negative balance in your account once your balance is reduced by the amount of the returned check and applicable charges.
- You have inadequate funds in your account when we assess a fee or service charge; or
- You initiate a transaction before funds deposited into your account are “available” or “finally paid” according to our Funds Availability Policy. For example, if you deposit a check into your account, the proceeds of that check may not be available to you for up to seven days after you deposit the check.

ODP Service applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and check card transactions; however, we will not include ATM and check card transactions within our ODP Service without first receiving your affirmative consent to do so. Absent your affirmative consent, ATM and check card transactions will not be paid under ODP.

Participation in ODP is not mandatory. You may opt-out of the service any time by notifying one of our Customer Service Representatives. Furthermore, you may revoke your affirmative consent to have ATM and check card transactions considered for payment under ODP without removing other items from the service. Simply inform us of your preference by notifying the bank by phone, mail or in person.

As noted above, we retain full discretion to decline to pay any item under the ODP Program. This means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If we do not authorize and pay an overdraft, your transaction will be declined and we may assess insufficient funds fees on your account in accordance with our account agreement and the fee schedule in effect at the time of the overdraft.

Fees

For each overdraft we pay, we will charge the standard per item overdraft fee (\$30) set forth in our fee schedule. We will notify you by mail if we pay or return any insufficient or unavailable funds items on your account; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts, including our fees, are due and payable immediately or on demand.

Accounts Eligible For ODP

ODP is a discretionary service, revocable by either party and is generally limited to a \$400 overdraft (negative) balance for Express Checking accounts; or a \$700 overdraft (negative) balance for eligible personal checking accounts. Please note that the per item fee counts toward your ODP limit. We may in our sole discretion limit the number of accounts eligible for ODP to one account per household or per taxpayer identification number. Further, ODP is usually extended only to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics:

- The account has been open for at least sixty (60) days;
- The account has deposits totaling at least \$300 or more within each thirty (30) day period;
- The account demonstrates consistent deposit activity;
- The account owner is current on all loan obligations with us; and
- The account is not subject to any legal or administrative order or levy, such as bankruptcy or tax lien.

We also offer Sweep Overdraft Protection that you may request. Sweep Overdraft Protection automatically sweeps funds from another account of yours with us to cover overdrafts. If you request this optional service, you may save money on the total fees you pay us for overdraft protection services. There is no fee for this service.

Overdrafts should not be used to pay ordinary or routine expenses, and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact Christa Manning at (785)232.0102.