

Discretionary Overdraft Privilege Policy

It is the policy of MarkleBank 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 MarkleBank 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 the 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 your MarkleBank officer.

Overdraft privilege is not a line of credit. However, the Discretionary Overdraft Privilege may be available if the account is inadvertently overdrawn by ATM cash withdrawals, telephone and Internet banking, when a check card is used for purchases at retail merchants, checks, and ACH transactions. MarkleBank will have the discretion to pay the overdraft, subject to the limit of your overdraft privilege and the amount of the overdraft fee (currently \$28). MarkleBank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by MarkleBank of an overdraft check or item does not obligate MarkleBank to pay any other overdraft check or item, or to provide prior notice of its decision to refuse to pay such check or item.

MarkleBank's commitment is to always provide the best level of service, now and in the future. Consumer accounts (primarily used for personal and household purposes) or commercial accounts must be in good standing to benefit from the AOP service. Eligibility requirements include:

- A. Bringing your account balance to a positive balance within every thirty-day (30-day) period for a minimum period of 24 hours,
- B. Not being a dormant or inactive account,
- C. Not being in default on any loan or other obligation to MarkleBank, and
- D. Not being subject to any legal or administrative order or levy.

MarkleBank will have the discretion to pay overdrafts within the overdraft privilege limits, but payment by MarkleBank is a discretionary courtesy and not a right of the customer or an obligation of MarkleBank. This privilege for consumer checking accounts will generally be limited to a maximum of \$300, \$500, or \$1000 overdraft (negative) balance based on account type. This privilege for commercial accounts will generally be limited to a maximum of \$1000 overdraft (negative) balance. Should an overdraft occur, the account would be charged the standard NSF fee (currently \$28) for handling each item even if paid by the discretionary overdraft privilege. This is the same fee that MarkleBank charges for items drawn against insufficient funds and returned to the payee. If multiple items are presented against the account on the same day, each item will be assessed the NSF fee. 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.

The total of the discretionary overdraft privilege (negative) balance, including any and all fees and charges and 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 with a maximum repayment period of 30 days. The specifications that have been adopted in regards to collection, charge off, and account closings are included in MarkleBank's Overdraft Policy.

Again, while MarkleBank 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 MarkleBank, and MarkleBank in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.