

Metairie Bank
Discretionary Overdraft Privilege Policy

It is the policy of Metairie 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 Metairie 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 Courtesy Overdraft Policy and the Deposit Account Agreement and Disclosure. A copy of the verbiage contained in the Deposit Account Agreement and Disclosure is available to you on request from your Metairie Bank officer.

Metairie Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds, and any discretionary payment (or other negotiation or processing) by Metairie Bank of any non-sufficient fund check or checks (or other item) does not obligate Metairie Bank to pay any additional non-sufficient fund check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient fund check or item.

Pursuant to Metairie Bank's commitment to always provide you with the best level of account holder service, now and in the future, if your account has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least:

- A) Making regular deposits consistent with your past practices,
- B) Depositing an amount equal to the amount of discretionary courtesy overdraft extended to you or more in your account within each thirty (30) day period and bringing your account balance to a positive balance within every thirty-five (35) day period;
- C) You are not in default on any loan or other obligation to Metairie Bank and
- D) You are not subject to any legal or administrative order or levy.

Metairie Bank will consider, as a discretionary courtesy and not a right or obligation, approving your reasonable overdrafts. This privilege for consumer checking accounts will generally be limited to a maximum of \$200, \$300, \$500, \$700 overdraft (negative) balances. This privilege for business accounts will generally be limited to a maximum of \$1,000 overdraft (negative) balance. Of course, any and all fees and charges, including without limitation the non-sufficient funds fees, continuous overdraft fees and interest charges (as set forth in our fee schedules and deposit account agreement and disclosure), will be included.

The total of the discretionary courtesy overdraft (negative) balance, including any and all fees and charges, including all non-sufficient funds/overdraft fees, continuous overdraft fees and interest charges 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, approval of payment of reasonable overdrafts by Metairie Bank on accounts in good standing (as described above) is only a discretionary courtesy, and not a right or obligation, is within Metairie Bank's sole and absolute discretion, and can cease at any time without prior notice of reason or cause.