

## 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 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 Metairie Bank officer.

Overdraft privilege 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 privilege and the amount of the overdraft fee. Metairie Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Metairie Bank of an overdraft check or checks (or items, such as ATM withdrawals) does not obligate Metairie Bank to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such 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, your account will be eligible for overdraft privilege if 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.
- 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 \$100 overdraft (negative) balances for the first 30 days of account opening, \$300 for 31 -90 days of account opening, \$500 for 91-180 days of account opening, and \$700 for greater than 181 days of account opening and limited to a maximum of \$700 overdraft (negative) balances as long as the account is in good standing. This privilege for business accounts will generally be \$100 overdraft (negative) balances for the first 30 days of account opening and limited to a maximum of \$1,000 overdraft (negative) balances after the first 30 days as long as the account is in good standing. Of course, any and all fees and charges, including without limitation the Overdraft Item Paid Charge, continuous overdraft fees and interest charges (as set forth in our fee schedules and deposit account agreement and disclosure), will be included.

Customers will be charged our normal overdraft fee (**up to \$32.00**) for each item paid, presented against non-sufficient funds (Negative Balance) up to the customer's Overdraft Privilege limit. Starting on the seventh consecutive business day overdrawn, there is a \$5.00 per day charge for each day you are overdrawn. A business day is defined as Monday through Friday, excluding Holidays. An overdraft fee may be imposed for covering overdrafts created by check, in-person withdrawal, ATM withdrawal, debit card transactions, preauthorized automatic debits, telephone initiated transfers or other electronic means, as applicable. Transactions may not be processed in the order in which they occur, and the order in which transactions are received by the Bank and processed can affect the total amount of overdraft fees incurred.

### Standard Overdraft Fees:

- We will charge you a fee of up to \$32 each time we pay an overdraft.
- If your account is overdrawn for 7 or more consecutive days, we will charge an additional \$5.00 per business day. A business day is defined as Monday through Friday, excluding Federal Holidays.
- There is a limit of \$160 on the total fees we can charge you for overdrawing your account per day for Personal Accounts. There is no limit for Business Accounts.
- There is a \$10 de minimis for overdrafts fees. For items under \$5, a \$15 Overdraft fee will be charged.

Customers are generally required to repay or cover all overdrafts no later than 45 days after the overdraft is created. Metairie Bank reserves the right to require a customer to pay immediately or on demand the total of the discretionary courtesy overdraft (negative) balance, including any and all fees and charges, including all non-sufficient funds/overdraft fees and continuous overdraft fees. 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. Metairie Bank & Trust Company does not discriminate against any person on the basis of race, color, religion, sex, national origin, marital status, age, or any other prohibited basis.

### Ways to cover Overdrafts at Metairie Bank:

- Overdraft Protection Line of Credit\* Associated Fees WSJ Prime+ 4.00%\*\*
- Overdraft Privilege Associated Fees Standard OD Fee up to \$32 per Item (See Standard Overdraft Fees)
- Overdraft Savings Sweep Associated Fees Standard fee of \$10.00 per Transfer

Subject to credit approval. \*\*Rate subject to change without notice.