



## **BUSINESS OVERDRAFT PRIVILEGE SERVICE**

There are times when mistakes happen or you have unforeseen problems that leave you with too little cash in your Small Business Checking Account. At First Bank, we do not encourage overdrafts. As always, we encourage you to manage your finances responsibly. However, we are providing the Business Overdraft Privilege Service to you to save you the embarrassment and inconvenience of a returned item, as well as additional fees normally charged to you by merchants for items returned to them.

### **WHAT IS BUSINESS OVERDRAFT PRIVILEGE?**

First Bank's Business Overdraft Privilege Service is a non-contractual, discretionary overdraft service under which First Bank will pay certain items or transactions up to an assigned Business Overdraft Privilege Limit. The Business Overdraft Privilege Service is a service, not a line of credit. Your Business Overdraft Privilege Limit may be available for checks and other transactions made using your checking account number, automatic bill payments, recurring debit card payments. Also, at your request, we may authorize and pay ATM transactions and everyday debit card transactions using your Business Overdraft Privilege Limit.

### **HOW DOES THE BUSINESS OVERDRAFT PRIVILEGE SERVICE WORK?**

First Bank is not obligated to pay any items presented for payment if your account does not contain sufficient available funds, which means that you do not have enough of an Available Balance in your account to pay the withdrawals you are attempting from that account. An overdraft means that a transaction has caused the Available Balance on your account to become a negative number or a transaction has occurred while the Available Balance on your account is negative. However, as long as you maintain the eligibility of your account, we may approve your overdraft items within your current available Business Overdraft Privilege Limit as a non-contractual courtesy.

For Business Overdraft Privilege Service consideration, your Small Business Checking Account will maintain its eligibility if it has a positive end-of-day Ledger Balance at least once every 30 calendar days (including the payment of all bank fees and charges); you avoid excessive overdrafts suggesting the use of the Business Overdraft Privilege Service as a continuing line of credit; you do not originate a First Bank business loan; you do not open more than four (4) Small Business Checking Accounts; you do not have a loan with us that is charged off; you do not have a deposit account with us that is closed by us or charged off; and there are no legal orders, garnishments, levies, or liens against your account. First Bank will have the discretion of authorizing and paying transactions that cause your Available Balance to be negative or occur while the Available Balance on the account is negative (up to your Business Overdraft Privilege Limit). Please note that the amount of the overdraft plus our Overdraft Fee of \$30 for each paid item will be deducted from your Business Overdraft Privilege Limit.

Payment of overdrafts by First Bank is a discretionary courtesy and not a right of the client or an obligation of First Bank. Any discretionary payment of an overdraft does not obligate us to pay future overdrafts or to provide prior notice of our decision to refuse to pay such items; nor does it create an agreement or course of dealing on our part to allow overdrafts on any occasion. First Bank, in its sole and absolute discretion, can withdraw this Business Overdraft Privilege Service and cease paying overdrafts at any time, without prior notice of a reason or cause.

### **WHAT IS MY BUSINESS OVERDRAFT PRIVILEGE LIMIT?**

Once your Small Business Checking Account is determined to be eligible, you will have a \$1,000 Business Overdraft Privilege Limit on your account.

### **WHAT IF I GO BEYOND MY BUSINESS OVERDRAFT PRIVILEGE LIMIT?**

Overdrafts beyond your established Business Overdraft Privilege Limit may result in checks or other items being returned to the payee. The NSF Return Item Fee of \$30 will be charged per item and assessed to your account. In addition, if you have requested First Bank to authorize and pay overdrafts on ATM and everyday debit card transactions under our Standard Overdraft Coverage, and your negative Available Balance exceeds your Business Overdraft Privilege Limit, your ATM or everyday debit card transaction will be declined, and you will not be charged a fee.

### **HOW QUICKLY MUST I REPAY MY BUSINESS OVERDRAFT PRIVILEGE?**

The total of the Business Overdraft Privilege is your negative Available Balance (including any Overdraft Fees, NSF Return Item Fees, and any other fees and charges). We require overdrafts to be repaid immediately, so a deposit should be made as soon as possible. This amount is due and payable upon demand, and you will continue to be liable for all such amounts. Deposited amounts must bring the account to a positive end-of-day Ledger Balance at least once every 30 calendar days (including the payment of all bank fees and charges), or we will suspend the Business Overdraft Privilege Limit, and additional items may be returned (and are subject to an NSF Return Item Fee). If your Business Overdraft Privilege Limit is suspended, unless we notify

you otherwise, or you request this service be removed from your account, your Business Overdraft Privilege Limit will be made available to cover overdrafts again on the first business day after you bring your account to a positive end-of-day Ledger Balance.

### **WHAT DOES BUSINESS OVERDRAFT PRIVILEGE COST?**

There is no additional cost associated with this privilege unless you use it. Utilizing your Business Overdraft Privilege Limit, you may be charged as follows under our Standard Overdraft Coverage (and if you have requested First Bank to authorize and pay overdrafts on ATM and everyday debit card transactions under our Standard Overdraft Coverage):

- We may charge you an Overdraft Fee of \$30 for each item or transaction we pay that causes the Available Balance to become negative or occurs while the Available Balance on the account is negative.
- If your Available Balance at the end of the business day is negative \$25.01 or more, we may charge you an Overdraft Fee for each paid item or transaction that causes the Available Balance to become negative or occurs while the Available Balance on the account is negative. In other words, if your Available Balance at the end of the business day is negative \$25.00 or less, we will not charge you an Overdraft Fee for any paid overdraft item or transaction. Also, we will not charge you an Overdraft Fee for any paid overdraft item or transaction that is in the amount of \$10.00 or less.
- If we return an item, we may charge you an NSF Return Item Fee of \$30. If your Available Balance at the end of the business day is negative \$25.01 or more, we may charge you an NSF Return Item Fee for each returned item. Also, we will not charge you an NSF Return Item Fee for any returned item that is in the amount of \$10.00 or less.
- There is a daily limit of three (3) combined Overdraft Fees and NSF Return Items Fees, or a total of \$90.

If you want the Business Overdraft Privilege Service to authorize and pay overdrafts on ATM and everyday debit card transactions under our Standard Overdraft Coverage, you will need to “opt-in” by completing a form when you open your account or by calling 1-800-760-BANK (2265). You may also contact this number to change your decision at any time regarding ATM and everyday debit card transactions. If you don’t “opt-in”, when these types of transactions exceed your Available Balance, they will be declined at the ATM or point-of-sale terminal.

Recurring debit card transactions are subject to an Overdraft Fee, which is similar to the checks you write. The “opt-in” decision does not apply to recurring debit card transactions you have established with another party, for example, setting up your debit card for a monthly debit of your insurance premium or a club membership. Debit items may not be processed in the order in which they occur, and the order in which transactions are received and processed by First Bank may affect the total Overdraft Fees you incur. Please see the Deposit Account Agreement for specific details regarding our posting order of transactions.

### **WHAT ARE SOME OF THE WAYS I MAY HAVE ACCESS TO THE BUSINESS OVERDRAFT PRIVILEGE SERVICE?**

Utilizing your Business Overdraft Privilege Limit, under First Bank’s Standard Overdraft Coverage, we may authorize and pay overdrafts for these types of transactions at our discretion:

- Checks and other transactions (including electronic fund transfer) using your checking account number;
- Automatic bill payments;
- Recurring debit card transactions (for example, setting up your debit card to pay your monthly insurance premium or club membership);

Utilizing your Business Overdraft Privilege Limit, if you have requested First Bank to authorize and pay overdrafts on ATM and everyday debit card transactions under our Standard Overdraft Coverage, we may authorize and pay overdrafts for these type of transactions at our discretion:

- ATM transactions and everyday debit card transactions.

### **HOW SOON CAN I USE MY BUSINESS OVERDRAFT PRIVILEGE SERVICE?**

After your Small Business Checking Account has been open for 30 days, you will be eligible for the Business Overdraft Privilege Service if you do not have a First Bank business loan relationship, and you do not have more than four (4) Small Business Checking Accounts. You will be automatically enrolled in the Business Overdraft Privilege Service (but, ATM and everyday debit card transactions will only be covered at your request).

### **WHAT ARE ALTERNATIVES TO USING THE BUSINESS OVERDRAFT PRIVILEGE SERVICE AT FIRST BANK?**

The best way to avoid overdrafts and fees is to keep track of your account by entering all checks, debit card purchases, ATM and other withdrawals in your records, reconcile your account regularly, and manage your finances responsibly. First Bank offers additional ways to cover overdrafts in addition to the Business Overdraft Privilege Service, and these options generally cost less. For information on Overdraft Transfer and overdraft lines of credit (Business Preferred Line of Credit), please see the Deposit Account Agreement or contact your local branch.

### **WHAT IF I DO NOT WANT THE BUSINESS OVERDRAFT PRIVILEGE SERVICE ON MY CHECKING ACCOUNT?**

If you would like to have the Business Overdraft Privilege Service removed from your account, please contact a First Bank branch or call the Overdraft Client Service Department at (314) 592-8055 or 1-800-864-6504, Monday through Friday, between the hours of 8:00 am and 5:00 pm (CT).