



Discretionary Overdraft Privilege (ODP) Disclosure

The following accounts are not eligible for Overdraft Privilege: Health Savings Accounts, Jumbo Deposit Account, Lawyer's and Realtor's Trust accounts, and Money Market Savings.

The following entities are not eligible for Overdraft Privilege and are, generally, not allowed to overdraw their accounts: Conservators and Guardianships, Political subdivision, Government, Public Funds, Class Reunions, Estates, Community Associations, Banks and Credit Unions

It is our policy to comply with laws and regulations and to conduct business in accordance with safe and sound standards.

The Deposit Account Agreement and Disclosure provided to you at the time you opened your checking account controls the duties, obligations and rights of the Depositor, the Authorized Signatories and Heritage Bank. The Agreement and Disclosure (and all amendments thereto) shall control any conflict between any provision of this Discretionary Overdraft Privilege Disclosure and the Deposit Account Agreement and Disclosure. A copy is available to you on request.

Overdraft Privilege is not a line of credit. If you overdraw your account, we will normally pay the overdraft, subject to the limit of your Overdraft Privilege plus the amount of the overdraft (OD) fee. Heritage Bank is not obligated to pay any item (created by check, in-person withdrawal, debit card purchases and ATM withdrawals or pre-authorized payments/transfers) presented for payment if your account does not contain sufficient available funds. Additionally, paying your overdraft does not obligate Heritage Bank to pay future overdrafts or to provide prior notice of its decision to refuse to pay future overdrafts.

If your consumer account (primarily used for personal and household purposes) or your business account is in good standing, we will continue to extend this privilege to you. "Good standing" includes a minimum of:

- A. Depositing an amount equal or greater than the amount of discretionary overdraft privilege extended to you within each thirty (30) days and bringing your account balance to a positive balance within each thirty (30) day period;
- B. Not being in default on any loan or other obligation to Heritage Bank and
- C. Do not file bankruptcy.

We will normally pay overdrafts within the Overdraft Privilege limits, but payment by Heritage Bank is a discretionary courtesy and not a right or obligation. The privilege for consumer checking accounts will generally be \$500 overdraft (negative) balances. The privilege for business accounts will generally be \$1,000 overdraft (negative) balance. OD fees (as set forth in our fee schedule/deposit account agreement and disclosure), will be included as part of this maximum amount.

The total of the discretionary overdraft privilege (negative) balance, including all OD fees is due and payable upon demand, or within 30 calendar days. The 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, while Heritage Bank will typically pay overdrafts on accounts in good standing (as described above) payment is a discretionary courtesy, not a right or obligation. Heritage Bank can cease paying overdrafts at any time, without prior notice.