

## Small Business Overdraft Privilege Disclosure

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It is the policy of Farmington Bank to offer “**Overdraft Privilege**” to eligible small business customers with a “Free Business” checking account. The service is limited to two “Free Business” accounts per customer. Overdraft Privilege is not available to small business customers who already have a Business Overdraft Line of Credit. 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. Farmington Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Farmington Bank of an overdraft check (or items, such as ATM withdrawals if applicable) does not obligate Farmington 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).

### 1. LIMITATIONS:

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This privilege for small business customers with “Free Business” checking accounts will generally be limited to a maximum of **\$1,000.00** overdraft (negative) balance. Any and all fees and charges, including without limitation the **non-sufficient funds fees** outlined in section 4 below, (as set forth in our *Schedule of Fees and Charges, and Terms and Conditions of Your Account disclosure*) will be included as part of this maximum amount.

### 2. SELECTION CRITERIA:

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Your small business account (used for business purposes) must be maintained in good standing, which includes at least:

- (a) Not being in default on any loan or other obligation to Farmington Bank;
- (b) Not being subject to any legal or administrative order or levy including a Bankruptcy; and
- (c) For Existing accounts, bringing your account balance to a positive balance within every thirty (30) day period for a minimum period of 24 hours.

Farmington Bank will have the discretion to pay overdrafts within the Overdraft Privilege limits, but payment by Farmington Bank is a discretionary courtesy and not a right of the customer or an obligation of Farmington Bank. In addition, the following criteria will be used to determine eligibility for the Overdraft Privilege:

- (a) Your account must have a positive balance and be active, (not dormant);
- (b) Your address must be current and we have not received any return mail since your account was opened;
- (c) All account signatories must be at least 18 years of age; and
- (d) Your account may not be organized to hold public funds, funds in trust for other parties or be a non-profit account.

The total of the Overdraft Privilege (negative) balance, including any and all fees and charges, including all non-sufficient funds/overdraft fees is **due and payable upon demand with a maximum repayment period of 30 days**. The depositor and each authorized signatory will continue to be liable, jointly and individually, for all such amounts, as described in the *Terms and Conditions of Your Account Disclosure*.

In addition to the *Terms and Conditions of Your Account* disclosure set forth when you opened your account, the following terms and conditions will apply to all accounts that are enrolled in Overdraft Privilege.

### 3. COVERED TRANSACTIONS:

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The following types of transactions are included in the Overdraft Privilege feature:

- (a) Checks
- (b) Withdrawals made in person
- (c) ACH debits
- (d) Other Electronic Debits, such as “Online Bill Payments”
- (a) ATM withdrawals
- (b) Debit card transactions Including POS (Point of Sale transactions)

### 4. FEE ASSESSMENT:

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You will be assessed the following fee whether or not the item(s) is/are paid.

1. You will be assessed a \$35.00 Insufficient funds (NSF) Paid or Returned Item Fee for each item presented against insufficient funds that we pay or return unpaid. We limit the number of NSF fees we charge to your account to (5) five per day, and we will not charge you an NSF fee for any item that overdraws your account by \$5.00 or less.

### 5. TIME TO REPAY:

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You must deposit sufficient funds to your account to cover any and all overdrafts plus applicable fees immediately or upon receipt of a notice of overdraft. If you do not restore your overdrawn account to a positive balance within 30 days of the original overdraft, your participation in the Overdraft Privilege will be terminated.

### 6. ELIGIBILITY LIMITATIONS:

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At our sole discretion, we may terminate your participation in the Overdraft Privilege and/or close your account for any of the following reasons, including but not limited to:

- (a) You fail to bring your account to a positive balance promptly, or for a minimum of 24 hours within every 30 day period.
- (b) You default on any loan or other obligation of Farmington Bank.
- (c) You become subject to any legal or administrative order or levy or file bankruptcy.
- (d) We receive returned mail because your address has changed and you have not updated our records.

### 7. OPT- OUT INFORMATION (COVERED TRANSACTIONS):

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If you do not wish to participate in the Overdraft Privilege service for covered transactions, you may **Opt-Out** at any time by contacting us.

You may "Opt- Out" by any of the following methods:

- (a) Call our Call Center at 860-676-4600 or toll free at: 877-376- 2265
- (b) Visit any of our branch offices and ask to speak with an account representative
- (c) Submitting a written request to **Opt-Out** of our Overdraft Privilege Program and mail it to:

**Farmington Bank**  
**One Farm Glen Boulevard**  
**Farmington, CT 06032**  
**Attn: Overdraft Privilege Administrator**

**8. ALTERNATIVES:**

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Overdraft Privilege is not a line of credit. This means that should you inadvertently overdraw your account, we have the sole discretion to pay or return your overdraft item or items.

Customers seeking assurances that NSF items will be paid should consider an Overdraft Line of Credit or Savings Overdraft as alternative products.

To avoid overdrafts we encourage customers to practice good account management to avoid overdraft situations. We offer Automated Telephone Banking and Online banking transfers to help in account management. We also offer balance alerts through Online Banking.

AGAIN, WHILE FARMINGTON BANK 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 FARMINGTON BANK AND FARMINGTON BANK, IN ITS SOLE AND ABSOLUTE DISCRETION, CAN CEASE PAYING OVERDRAFTS AT ANY TIME WITHOUT PRIOR NOTICE OF REASON OR CAUSE.

**NOTE:** If you have previously "Opted-Out" of Overdraft Privilege, you may "Opt-In" at any time by contacting us using the method described previously.