



Discretionary Overdraft Privilege Policy

It is the policy of The Milford 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 The Milford 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 Milford Bank officer.

Overdraft Privilege is not a line of credit. However, if you 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. The Milford Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment (or other negotiation or processing) by The Milford Bank of any non-sufficient funds check or other item does not obligate or create an agreement or course of dealing for The Milford Bank to pay any additional non-sufficient funds check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient funds check or item.

Pursuant to The Milford Bank's commitment to always provide you with the best level of 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) Bringing your account balance to a positive balance within every thirty (30) day period for a minimum period of 24 hours;
- B) Not being in default on any loan or other obligation to The Milford Bank and
- C) Not being subject to any legal or administrative order or levy.

The Milford Bank will have the discretion to pay overdrafts within the Overdraft Privilege limits, but payment by The Milford Bank is a discretionary courtesy and not a right of the account holder or an obligation of The Milford Bank. This privilege for checking accounts will generally be limited to a maximum of \$400, \$600 or \$800 overdraft (negative) balance. This privilege for business accounts will generally be limited to a maximum of \$600 or \$1,000 overdraft (negative) balance. Of course, any and all fees and charges, including without limitation the non-sufficient funds fees (as set forth in our fee schedules and deposit account agreement and disclosure), will be included as part of this maximum amount.

The total of the discretionary Overdraft Privilege (negative) balance, including any and all fees and charges, including all non-sufficient funds/overdraft fees 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, while The Milford 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 account holder or an obligation of The Milford Bank and The Milford Bank in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.