



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.

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. 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 by The Milford Bank of an overdraft check, (or item, such as an ATM withdrawal) does not obligate us 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 The Milford Bank's commitment to always provide you with the best level of service, now and in the future, if your consumer account (primarily used for personal and household purposes) 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 Bank is a discretionary courtesy and not a right of the customer/member or an obligation of The Milford Bank. This privilege for consumer checking or savings accounts will generally be limited to a maximum of \$800 overdraft (negative) balance (*depending upon the type of checking account you have*). This privilege for commercial accounts will generally be limited to a maximum of \$1,000 overdraft (negative) balance (*depending upon the type of checking account you have*). 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. It may be possible that your account will become overdrawn in excess of the Overdraft Privilege amount as a result of the assessment of a fee.

The total of the discretionary Overdraft Privilege (negative) balance, which includes 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. Our standard Overdraft fee of \$35 will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means up to a maximum of \$175 per day. Transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred.



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 customer 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.

For our consumer customers, The Milford Bank will not pay overdrafts for ATM or everyday debit transactions unless we have provided you with the notice required by section 205.17(b) of Regulation E and you have opted in to the payment of these overdrafts. In order to avoid overdraft due to ATM and everyday debit card transactions, The Milford Bank will place a hold on your account for any ATM or everyday debit card transactions authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules.

In addition, for both consumer and commercial accounts, you may opt out of the Overdraft Privilege services for check, ACH and debit card bill payment transactions at any time by contacting us.