

FirstBank Southwest
Discretionary Overdraft Privilege Policy

It is the policy of FirstBank Southwest (“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 FirstBank Southwest 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 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 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 Bank of any non-sufficient funds check or other item does not obligate or create an agreement or course of dealing for FirstBank Southwest 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.

The 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 account holder or an obligation of the Bank. This privilege for consumer checking or savings accounts will generally be limited to a maximum of \$300, \$500, \$1,000, or \$1,500 overdraft (negative) balance. This privilege for commercial accounts will generally be limited to a maximum of \$1,500 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 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 Bank. FirstBank Southwest, in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.