

BOUNCE PROTECTION OVERDRAFT PRIVILEGE PROGRAM

THE BANK N.A.  
P.O. BOX 1067  
MCALESTER, OK 74502

Date: 11/19/15

(918) 423-2265

Bounce Protection is an overdraft privilege that The Bank N.A. may choose to extend to you with very little action on your part. Should you meet the necessary qualifying requirements, an overdraft privilege amount (i.e. Bounce Protection limit) ranging between \$100 and \$500 will automatically be assigned to your account. Then, as long as you maintain your account in good standing (as defined in the disclosure below), The Bank N.A. may honor overdrafts up to the Bounce Protection limit on your account. Although your account will still be charged the bank's normal Insufficient Funds or Overdraft fee for each item that is paid as a result of this Bounce Protection privilege, you will be saved the possible embarrassment and potential additional expense that often comes with having an item returned to a friend or relative, business merchant or other person or organization.

Customer Overdraft Disclosure

An overdraft occurs on an account when there is an insufficient balance in the account to pay an item that has been presented for payment against the account. An insufficient balance could result in several ways, such as (1) the payment of checks, debit card or ATM transactions, electronic funds transfers, or other withdrawal requests; (2) loan and other payments authorized by you; (3) items that have been returned unpaid that were previously deposited or cashed by you; (4) the imposition of bank service charges and/or fees; or (5) the deposit of items which, according to The Bank N.A.'s Funds Availability Policy, are treated as not yet available or not finally paid. The Bank N.A. is not obligated to pay any item presented for payment if your account does not contain sufficient funds. However, under the Bounce Protection program, if you maintain your account in good standing (defined as making regular deposits and bringing your account to a positive balance for at least one day every 30 days) and there are no legal orders outstanding, we may approve your reasonable overdrafts as a non-contractual courtesy. Normally we will not approve an overdraft on your account that will cause your balance to exceed the predetermined amount assigned to your account type plus our normal Insufficient Funds fee. We may refuse to pay an overdraft for you at any time, even though we may have previously paid one or more overdrafts for you. You will be notified by mail of any overdraft items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft plus the Insufficient Funds fee(s) you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one owner on the signature card, each owner and agent (if applicable) drawing/presenting the item creating the overdraft shall be jointly and severally liable for such overdraft plus our Insufficient Funds fee(s).

You should note your Bounce Protection limit may be included in your account's available balance provided by a teller or other bank employee. However it will not be included in the balance you receive when you call our 24 Hour Account Balance Access system or access your account online at [WWW.THEBANKNA.COM](http://WWW.THEBANKNA.COM)

Bounce Protection is available to qualifying accounts that have been established for personal or household use, and overdraft privileges may be extended to an account with prior knowledge or consent by the account's owner(s). The Bank N.A. reserves the right to limit participation to one account per household, change an account's Bounce Protection limit, or discontinue Bounce Protection at any time and without prior notice.

New account holders who meet the qualifying requirements and are extended the benefits of the Bounce Protection program will receive a letter after approximately 60 days of opening the account notifying them that they can begin to use this overdraft privilege and the amount of their Bounce Protection limit. Accordingly, account holders should not assume that they can exercise the overdraft privilege benefits until either 1) they have received such written notification, or 2) have confirmed their access to these benefits by talking with a Customer Service Representative or other qualified employee of the bank. It is also important to remember that extension of Bounce Protection benefits to an account is not the bank's unconditional promise to pay any or all overdraft items presented on that account, but is merely a courtesy and privilege that The Bank N.A. may choose to extend at its own discretion on an item-by-item basis.

Types of transactions that may be honored under the program include:

- \* Checks and other transactions made using your account number including automatic bill payments
- \* ATM & everyday debit card transactions when you have opted in to our overdraft services according to Regulation E

**If you use Bounce Protection, you should remember the bank's normal Non-Sufficient Funds fee for each transaction will be deducted from your limit.** In order to receive the Bounce Protection overdraft privilege, all of the following qualifications must be met before the overdraft protection benefits are added to your account:

- \* Deposits must be made during the first 60 days of the new account that equal or are greater than two times the Bounce Protection amount.
- \* At least two deposits during the 60 day period
- \* The account cannot be overdrawn more than 5 days during the 60 period.
- \* The account cannot have more than six Non-Sufficient Funds (NSF) items during the 60 day period.

**BOUNCE PROTECTION LIMITS**

TOTALLY FREE	\$100.00	BASIC	\$300.00
REWARDS	\$300.00	ULTIMATE	\$400.00
PRESTIGE	\$400.00	PREMIUM	\$500.00
MONEY MARKET	\$500.00	SECOND CHANCE	NO COVERAGE

**BOUNCE PROTECTION WAIVER**

If you would prefer not to have Bounce Protection overdraft privileges extended to your account, please complete this section.

I do not wish to have the normal Bounce Protection Limit applied to my account. I understand that in signing this waiver, The Bank N.A. will not provide overdraft privilege protection as disclosed to me above. I further understand that in the future, in order to have The Bank N.A. Bounce Protection limit apply to this account, it must be in good standing at the time of the request.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted By Bank Employee

Maintenance completed: By \_\_\_\_\_

Date \_\_\_\_\_