



Bank of New Hampshire Discretionary Overdraft Privilege Consumer

It is the policy of Bank of New Hampshire 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 Account Guide 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 Bank of New Hampshire 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 the Discretionary Overdraft Privilege Policy, Deposit Account Agreement and the Account Guide. A copy of the Deposit Account Agreement, Account Guide and Schedule of Account Fees, is available to you on request from any Bank of New Hampshire location.

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, including the amount of non-sufficient (NSF)/overdraft fees. Bank of New Hampshire is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Bank of New Hampshire of an overdraft check (or items, such as ATM withdrawals) does not obligate Bank of New Hampshire 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 Bank of New Hampshire's commitment to provide you with the best level of service, now and in the future, if your consumer account (primarily used for personal and household purposes) is maintained in good standing, which includes at least:

- (A) Bringing your account to a positive balance within every thirty day (30) period for a minimum of 24 hours;
- (B) Not being in default on any loan or other obligations to Bank of New Hampshire and
- (C) Not being subject to any legal or administrative order or levy,

Bank of New Hampshire will have the discretion to pay any overdrafts within the overdraft privilege limits, but payment by Bank of New Hampshire is a discretionary courtesy and not a right of the accountholder or an obligation of Bank of New Hampshire. This privilege for consumer checking will generally be limited to a \$500 overdraft (negative balance) for BNHFree or Eco Friendly Checking accounts, and a \$1,000 overdraft (negative balance) for Prestige Checking and Private Banking accounts. Of course, any and all fees and charges, including without limitation the non-sufficient funds/overdraft fees (as set forth in our Account Guide and Schedule of Account Fees), 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 the Deposit Account Disclosure. Our standard NSF fee of \$32 will be imposed on overdrafts created by checks, ACH, ATM withdrawals, debit card transactions, in-person withdrawals, or by other electronic means. There is a limit of \$160 per day on the total non-sufficient funds/overdraft fees we can charge you for overdrawing your account. In addition, if your day end balance is \$10 or less overdrawn, there will be no non-sufficient funds fees assessed. An additional fee of \$5.00 (overdraft charge-Extended Overdrawn Balance) will be charged each business day when your account stays overdrawn, starting on the 7th consecutive business day the account is overdrawn regardless of balance. 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 Bank of New Hampshire 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 accountholder or an obligation of Bank of New Hampshire and Bank of New Hampshire in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause. Overdrafts will not be paid on accounts that are not in good standing.

For our consumer accountholders, Bank of New Hampshire will not pay overdrafts for ATM or debit card transactions after August 15, 2010 unless you have opted in to the payment of these transactions by completing the appropriate form. **You may opt out of the Discretionary Overdraft Privilege Service at any time by notifying us in person, by mail at the address below or by calling our Customer Solution Center at 1-800-832-0912.**

***Please check Yes or No and sign below to indicate your decision to opt in or opt out of Discretionary Courtesy Overdraft Program.

Name: _____ Name: _____

Account # _____ Yes, I opt in _____ No, I opt out _____

Signature: _____ Date: _____

Signature: _____ Date: _____

An additional form must be completed to authorize Bank of New Hampshire to pay overdrafts for ATM and one time debit card transactions.