

Overdraft Privilege Disclosure

It is the practice of American National Bank (hereafter referred to as “the Bank”, “we” or “us”) to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. The following notice is intended to provide you with information relating to the Bank’s discretionary Overdraft Privilege program.

The disclosures 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 Bank, with regard to your checking account. The New Account Disclosures (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Overdraft Privilege Disclosure and the New Account Disclosure. A copy of the New Account Disclosure is available to you upon request from your personal banker.

Overdraft Privilege Conditions

Overdraft Privilege is a courtesy; it is not a guarantee that your items will be paid nor is it a line of credit. If you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the daily limit of any overdraft privilege and the amount of the Non-Sufficient Funds (NSF) fee(s). The Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any payment by us of an overdraft item does not obligate us to pay any other overdraft or item, or to provide prior notice of our decision to refuse to pay such item.

Pursuant to the 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) meets minimum account qualifications, we will have the discretion to pay overdrafts within daily limits set for your account based on account analysis. Minimum account qualifications include: 1) account has been open for at least sixty (60) days, and thereafter you maintain your account in good standing, which includes at least bringing your account balance to a positive balance within every thirty (30) day period for a minimum period of 24 hours; 2) not being in default on any loan or other obligation to the Bank; and 3) not being subject to any legal or administrative order or levy. Payment by the Bank is a courtesy and not a right of the customer or an obligation. This overdraft privilege limit is for consumer checking accounts and will be evaluated daily based on account qualifications and transactional activity. You should also be aware that any and all fees and charges, including without limitation the Non-Sufficient Funds (as set forth in our Miscellaneous Fee Schedule and Truth in Savings Disclosure), will be included as part of this limit. It may be possible however that your account will become overdrawn in excess of the daily limit amount as a result of the assessment of a fee.

The total of the overdraft balance, including any and all fees and charges, and Non-Sufficient Funds (NSF), is due and payable upon demand. Depositor and each authorized signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Terms and Conditions Agreement (given at account opening), with a maximum repayment period of thirty (30) days. Our standard NSF fee* of \$33 per item will be imposed for overdrafts created by checks, ACH, Point-of-Sale, ATM withdrawals, in-person withdrawals, or by other electronic means.

*A copy of the current account disclosures may be obtained at any branch.

Call 1-800-279-0007 for the location nearest you.

Overdraft Privilege Disclosure

American National Bank is pleased to be your financial partner. To ensure that the partnership runs smoothly, we want to make sure you are aware of how some of the processes work when it comes to your account.

Posting Order of Items

Posting order of items is the order in which we pay items you direct to be deducted from your demand deposit (checking) or money market account. Transactions are not processed in the order in which they occurred or are received. We may process items presented against your account in any order we select, without notice to you.

There are two parts to the processing of transactions, the type of transaction, and the sequencing of payments within each type of transaction. While not an inclusive list, banking transactions generally fall into the following types: External Wires, Automatic Internal loan payments or transfers, Cashed Checks, Point of Sale Transactions, Telephone transfers, ATM Withdrawals from machines we own or operate, Automated Clearing House (ACH) Debits, ATM Withdrawals from a machine we do not own or operate, physical checks presented on your account from other depository institutions or the Federal Reserve.

It is our process to post credits (“deposits”) to your account prior to posting debits (“checks”). All items presented within a type of transaction described above (except for physical checks presented on your account which will be paid in check # order) will be paid in order of lowest to highest dollar amounts. This means that the lowest dollar item will be paid first, then the next largest dollar item, and so on.

The order in which transactions are processed is important. If there is not enough money in your account to pay all of the items that are presented to the Bank, it will impact the total amount of NSF fees that you incur. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, either (1) pay the item creating an overdraft, or (2) return the item (NSF), both of these options will result in fees to you. If you have elected Overdraft Privilege for POS and ATM items, these will be paid in accordance with the Overdraft Privilege disclosure, and will result in a fee(s). If you have not elected Overdraft Privilege for POS and ATM items, and there are insufficient funds in your account, the transaction will be declined at the point of sale. The amounts of the NSF fees are disclosed in the Fee Schedule.

You may always verify your account online, which reflects the actual processing order. Since your bank statements do not track your account balance based on a processing order, we encourage you to keep careful records and practice good account management, keeping the above items in mind to avoid authorizing deductions without sufficient funds and incurring the resulting NSF fees. We are pleased to work with you to assure your understanding of these procedures and its impact upon NSF fees.

Overdraft Privilege

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account (see below).
2. We also offer overdraft protection plans, such as a link to a savings account or an advance from an available line of credit, which may be less expensive than our standard overdraft practices. To learn more, please contact your personal banker or call customer service to find out what other options may be available to you.

What are the standard Overdraft Privilege practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not automatically authorize and pay overdrafts for the following types of transactions unless you ask us to:

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be returned and a fee will be assessed.

What fees will I be charged if the Bank pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of \$33 each time we pay an overdraft**
- Currently there is a daily limit of eight overdraft fees we can charge you for overdrawing your account

Overdraft Privilege

I want American National Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

I do not want American National Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

I want to Opt-Out of all Overdraft Privilege Protection on my account.

Printed Name:

Account Number:

Address:

Date:

Signature:

Branch Employee Name:

Branch Employee Name: