

## Discretionary Overdraft Privilege Policy

*It is the policy of North Akron Savings 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 North Akron Savings 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 from your North Akron Savings Bank customer service representative.

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. North Akron Savings Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by North Akron Savings Bank of an overdraft check, ACH items, ATM withdrawals, and debit card transactions does not obligate North Akron Savings Bank 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 North Akron Savings 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, or if your commercial account has been open for at least sixty (60) 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 North Akron Savings Bank and
- C) Not being subject to any legal or administrative order or levy

North Akron Savings Bank will have the discretion to pay overdrafts within the overdraft privilege limits, but payment by North Akron Savings Bank is a discretionary courtesy and not a right of the customer or an obligation of North Akron Savings Bank. This privilege for non-interest bearing consumer checking accounts will generally be limited to a maximum of \$300 overdraft (negative) balance. This privilege for interest bearing consumer accounts, money market, and NorthStar Platinum accounts will be generally limited to a maximum of \$500 overdraft (negative) balance. This privilege for commercial accounts will generally be limited to a maximum of \$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 with a maximum repayment period of 30 days.

Again, while North Akron Savings 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 North Akron Savings Bank and North Akron Savings Bank in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.