

## Important Consumer Overdraft Information

An overdraft may occur when you do not have enough **available funds** in your account to cover the total amount of a transaction. Overdrafts may be created by check, ATM, or everyday debit card, in-person withdrawal, ACH, transfer, fees or other electronic means. **Note that the available funds in your account may be less than the ledger balance, primarily due to deposits that are not yet available for withdrawal under our funds availability policy and/or "must-pay" items we have authorized but have not yet processed for payment.** See the Overdraft Section of the Rules and Regulations for Deposit Accounts (the "Rules").

**Preventing Overdrafts** Overdrafts are costly. You should keep careful track of your account balance and activity to avoid overdrafts. We offer the following services to help you prevent overdrafts:

- Online banking, mobile banking and bank-by-phone banking services that provide you with 24/7 access to your available balance and other account information.<sup>1</sup>
- Email and mobile banking alerts that provide you with 24/7 access to important information about your account, including alerts when your available balance is low.

**Covering Overdrafts** We offer three formal Overdraft Protection Plans that provide for the transfer of funds to cover overdrafts on a protected account. **You must enroll in these Plans if you want them to apply; they do not automatically apply.** A single \$12.00 Sweep Transfer Fee will be charged to the protected account each day a transfer is made under one (or more) of these Plans.

For each Plan, we use our normal processing order on an item-by-item basis to determine whether or not to make a transfer from a linked deposit account or line of credit ("Funding Source") to cover each overdraft item. If there is an item that would create an overdraft on a protected account and there is a sufficient transfer amount available from the Funding Source including the Sweep Transfer Fee (together, the "Target Amount"), we will transfer the Target Amount. If there are insufficient funds to transfer the full Target Amount but we can reduce the overdraft balance to \$5.00 or less, we will transfer all the available funds from the Funding Source. If we can't honor an overdraft item and reduce the overdraft balance to \$5.00 or less with available funds from the Funding Source, we will not make any (further) transfer from the Funding Source and we will charge applicable Overdraft Fees.

- **Deposit Account Transfer Overdraft Protection Plan:** If you enroll in this Plan and overdraw a protected account, and if the Target Amount is available from a linked deposit account (such as a statement savings, money market or other checking account), we will transfer the Target Amount from the linked deposit account to the protected account.
- **OptionLine Overdraft Protection Plan:** An OptionLine is a line of credit that may be used for any consumer purpose, including covering overdrafts. An OptionLine may be secured by property, such as your personal residence, or other acceptable collateral. If you apply for, qualify for and obtain an OptionLine, enroll in the Plan, and overdraw a protected account, and if the Target Amount is available from your OptionLine, we will transfer the Target Amount from your OptionLine to the protected account. Transfers from the OptionLine line of credit are loans and bear interest.
- **Overdraft Line of Credit Overdraft Protection Plan:** An Overdraft Line of Credit is a line of credit that may be used only to cover overdrafts. If you apply for, qualify for and obtain an Overdraft Line of Credit, enroll in the Plan, and overdraw a protected account, and if the Target Amount is available from your Overdraft Line of Credit, we will transfer the Target Amount from your Overdraft Line of Credit to the protected account. Transfers from the Overdraft Line of Credit are loans and bear interest.

<sup>1</sup> Message and data rates may apply

## Fund Transfer Examples The operation of our Plans can be shown by the following examples:

- Assume the first overdraft item we process on a given business day would overdraw your protected checking account by \$45.00. If \$57.00 or more is available from your Funding Source, we will transfer the Target Amount of \$57.00. The transfer will cover in full the \$45.00 overdraft plus the \$12.00 Sweep Transfer Fee. If the Plan is a grandfathered Plan with \$50.00 even increments, we will instead transfer \$100.00 if sufficient funds are available.
- If, instead, you have \$55.00 available, this is the Target Amount we will transfer. The transfer will cover the entire \$45.00 overdraft and all but \$2.00 of the \$12.00 Sweep Transfer Fee, leaving the protected account with a \$2.00 negative balance.
- If you only have \$50.00 available, we will not make a transfer since your protected account would have an overdraft (negative) balance exceeding \$5.00 after the \$50.00 transfer and the \$12.00 Sweep Transfer Fee. The amount needed for the transfer of \$45.00 plus the amount of the fee \$12.00 exceeds the amount available in the linked account (\$50.00) by more than \$7.00 so the transfer cannot be completed. Once we process an overdraft item that cannot be covered by available funds from your Funding Source, we will not proceed to see whether subsequent overdraft items can be covered because of the specified structure of our posting order. To learn more about our posting order, please review the section at the top of page 6 labeled Posting Order of Items.
- Assume, again, that the first overdraft item we process on a given business day would overdraw your protected checking account by \$45.00. If you have \$30.00 available in one Funding Source and \$30.00 available in a second Funding Source, we will transfer \$30.00 from the Funding Source you have selected as your primary Funding Source and \$27.00 from your secondary Funding Source. We will charge the protected checking account a single \$12.00 Sweep Transfer Fee. The two transfers will cover the \$45.00 overdraft plus the \$12.00 Sweep Transfer Fee.

## Overdraft Protection Plan Highlights

- If you wish to use an Overdraft Protection Plan to protect against overdrafts on a protected deposit account, you can designate one or more other deposit accounts as your Funding Source(s). Alternatively or additionally, you can designate an OptionLine or Overdraft Line of Credit Account as a Funding Source. (For any deposit account you wish to protect against overdrafts, you can have protection from *either* an OptionLine or an Overdraft Line of Credit Overdraft Protection Plan, but not both.) If a deposit account is protected by more than one Funding Source, you can choose which Funding Source we use first for transfers to cover overdrafts in the protected deposit account.
- Under our Overdraft Protection Plans, we process items in the protected account in our normal processing order. If an item would create an overdraft, we determine whether the Target Amount is available for transfer from the Funding Source. If so, we transfer the Target Amount from the Funding Source. We then repeat this process until the Target Amount is not available from the Funding Source. At that point, we stop. No matter how many overdraft items are protected by Overdraft Protection Plan transfers, we never charge more than a single Sweep Transfer Fee each day.
- Overdraft Elect™ may apply if the Target Amount is not available for transfer from the Funding Source. (See details in the Overdraft Elect™ section below.)
- For savings and money market linked deposit accounts, the number of monthly transfers is limited. If you exceed these limits an Excess Activity Fee may apply.
- If you do not already have an OptionLine or Overdraft Line of Credit, you must apply, qualify and be approved for an OptionLine or Overdraft Line of Credit.

## Overdraft Elect™

- Overdraft Elect™ is a service that allows you to determine whether you want us to authorize and pay overdrafts at our discretion. With Overdraft Elect™, we may (or may not, in our discretion) pay item(s) when you have non-sufficient available funds on deposit.
- With Overdraft Elect™ we set a limit on the dollar amount of overdrafts that we may, in our discretion, pay on items when you do not have sufficient available funds on deposit. **Even though we establish a limit, we do not guarantee payment of overdrafts. We always reserve the right not to pay an overdraft item and may instead return or decline to authorize an overdraft item.** The amount of the Overdraft Elect™ limit is determined in connection with

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each statement cycle and can vary based on your account history and activity and disclosed on the monthly bank statement under the Overdraft Elect™ section.

- You may obtain your current **Overdraft Elect™** limit by contacting your local financial center or 1-800-385-8664.
- Your Overdraft Elect™ limit will be reduced by any outstanding Cash Please™ loan balance with Fulton Bank.
- If we pay an overdraft under Overdraft Elect™, you must make a deposit to eliminate the negative account balance immediately upon demand. We reserve the right to suspend or terminate Overdraft Elect™ on any account for any reason.

## **Customer Eligibility for Overdraft Elect™**

- Your account has been open for at least 30 days at the time of your first statement cycle. If your account has not been open for 30 days, your account will be evaluated for an Overdraft Elect™ Limit at your next monthly statement. Eligibility for overdraft protection exists when the amount associated with the “Current Overdraft Elect™ Limit” under the Overdraft Elect™ section of your monthly statement is greater than zero.
- Your account is not subject to any legal administrative order, levy and/or bankruptcy.
- Regular deposits are being made into your account.
- If the account has been overdrawn previously, it has been promptly restored to a positive balance.
- Overdraft/ NSF Fees are not greater than 10% of your most recent rolling 12 months of total deposits.
- To receive an Overdraft Elect™ limit of more than \$0, you must be in good standing, which means your account is not continuously overdrawn for more than 20 days, does not have any garnishments, levies or liens, bankruptcy, you have had at least one deposit in the last 30 days and your Overdraft/NSF (non-sufficient funds) fees do not exceed 10% of the most recent rolling 12 months of your total deposits.
- ***When you lose good standing or while your Overdraft Elect™ limit is \$0, we generally will not exercise our discretion to pay overdrafts in any amount. The \$0 limit will remain in place until (1) you satisfy all applicable eligibility and good standing criteria and (2) after the limit is re-determined for the next monthly statement cycle. This change will occur without notice and regardless of the Overdraft Elect™ limit that we disclosed on your most recent monthly statement***
- Here is an example of ***loss of good standing when your account has not had a deposit for 30 days:***
  - **Example: Your monthly statement dated September 1 discloses that you have an Overdraft Elect™ limit of \$500. The last deposit made into your account occurred on August 15 and by September 14 you have not made a deposit in 30 days to this account. As a result, you lose your good standing status as of September 14 and we change your Overdraft Elect™ limit to \$0.**

**Then, you make a deposit on September 20, and for the remainder of the current monthly statement cycle, you have no events that would take you out of good standing. When we re-determine your Overdraft Elect™ limit in connection with your next monthly statement, we restore your good standing status, determine your new Overdraft Elect™ limit (which may differ from your prior limit) effective October 1, and disclose this limit on your monthly statement dated October 1. *Between September 14 (the date you lost good standing) and October 1 (the date when good standing was restored), the bank did not pay overdrafts because your account was not in good standing during that period.***

- Here is an example of ***loss of good standing when your account is overdrawn for 21 consecutive days:***
  - **Example: Your monthly statement dated September 1 discloses that you have an Overdraft Elect™ limit of \$500. It also shows that, on August 25, your account was overdrawn and had a negative balance. On September 15, your account is overdrawn for 21 consecutive days. As a result, you lose your good standing status as of September 15 and we change your Overdraft Elect™ limit to \$0.**

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Then, you pay the overdraft and associated fees and restore your account to a positive balance on September 20, and for the remainder of the current monthly statement cycle, you have no events that would take you out of good standing. When we re-determine your Overdraft Elect™ limit in connection with your next monthly statement, we restore your good standing status, determine your Overdraft Elect™ limit (which may be different from your prior limit) effective October 1, and disclose this limit on your monthly statement dated October 1. *Between September 15 (the date you lost good standing) and October 1 (the date when good standing was restored), the bank did not pay overdrafts because your account was not in good standing during that period.*

## Qualifying Accounts

- If your account qualifies for Overdraft Elect™ you will be provided with Overdraft Elections and you will be asked to choose an option and sign the document, What You Need to Know about Overdrafts and Overdraft Fees. **If you do not choose an Overdraft Elect™ Option, your account will be defaulted to the Partial Coverage Election.** Once your election is determined, you will also receive a letter confirming your election. You can change your election at any time.

## Overdraft Elections

- The Overdraft election you select determines how we process a transaction when you don't have enough money in your account or in a linked Overdraft Protection Plan deposit account or line of credit at the time of the transaction.

## Changing Elections

- You may change your current overdraft election at any time by contacting us via phone 1-800-385-8664, visiting us in person at your local financial center, mailing us a letter that describes your preferred election to P.O. Box 4887, Lancaster, PA 17604-9959, or going online to our website at <https://www.fultonbank.com> and clicking on Personal Banking. As long as your account is in good standing, the effective date of the change you make to your current election are dependent upon your current status in the Overdraft Elect™ program.
  - If you currently have a partial election and request a change to the All-In Election or you are currently in the All-In Election and request a change to the Partial Election, the changes that you request are effective the next business day after our nightly processing.
  - If you are currently in the Overdraft Elect™ program and you request to opt out, the change may take effect up to five business days after our nightly processing.
  - If you are currently opted out of the Overdraft Elect™ program and you request to opt in, the change may take effect up to five business days after our nightly processing.
  - If you are currently opting into the Overdraft Elect™ program for the very first time, the changes will take effect upon receipt of your next bank statement.
  - If you are opening a new account and opting into the Overdraft Elect™ program, the changes take effect upon receipt of your second bank statement.

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Overdraft Products and Services	Fees	How it Works
<b>Overdraft Elect™ Partial Coverage Election Plan</b>	\$32.00 Overdraft Fee per item.	<p><b>Our Partial Coverage election applies to overdrafts resulting from:</b></p> <ul style="list-style-type: none"> <li>• Checks,</li> <li>• Automatic bill payments,</li> <li>• Recurring debit card transactions, and</li> <li>• ACH transactions and other electronic transactions, but <b>not</b> ATM and everyday debit card transactions.</li> </ul> <p>• With this election, we will consider paying checks, automatic bill payments, recurring debit card transactions, ACH transactions and other electronic transactions that would create overdrafts. We will not authorize ATM or everyday debit card transactions that would create overdrafts if immediately processed but, if and when we are obligated by our network rules to pay ATM and everyday debit card transactions we have previously authorized, we will pay those items. We will charge applicable Overdraft Fees on all overdraft item(s) except ATM and everyday debit card transactions. <b>NOTE: If you are eligible for Overdraft Elect™ and do not make a selection, your account will default to this option.</b></p>
<b>Overdraft Elect™ All-Out Election Plan</b>	\$32.00 Overdraft Fee per item.	<p><b>Our All-Out election applies to overdrafts that would result from:</b></p> <ul style="list-style-type: none"> <li>• Checks,</li> <li>• Automatic bill payments,</li> <li>• Recurring debit card transactions, and</li> <li>• ACH transactions and other electronic transactions, <b>including</b> ATM and everyday debit card transactions.</li> </ul> <p>• With this election, we generally decline to pay or authorize <b>all</b> transaction types that would create overdrafts (including checks, automatic bill payments, recurring debit card transactions, ACH transactions and other electronic transactions, including ATM and everyday debit card transactions). However, if and when we are obligated by our network rules to pay ATM, everyday debit card and recurring debit card transactions we have previously authorized, we will pay those items. We will charge applicable Overdraft Fees on all overdraft item(s) from recurring debit card transactions. We will not charge Overdraft Fees for ATM and everyday debit card transactions and these items will not be paid.</p> <p>A third party, i.e., the merchant, may charge you a returned item fee.</p>

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<b>Overdraft Elect™ All-In Election Plan</b>	\$32.00 Overdraft Fee per item.	<p><b>Our All-In election applies to overdrafts resulting from:</b></p> <ul style="list-style-type: none"> <li>• Checks,</li> <li>• Automatic bill payments,</li> <li>• Recurring debit card transactions, and</li> <li>• ACH transactions and other electronic transactions, <b>including</b> ATM and everyday debit card transactions.</li> </ul> <p>• With this election, we will consider paying or authorizing checks, automatic bill payments, recurring debit card transactions, ACH transactions and other electronic transactions (including ATM and everyday debit card transactions) that would create overdrafts. We will charge applicable Overdraft Fees on all such items, including ATM and everyday debit card transactions.</p>
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**Posting Order of Item(s).** Our posting order can affect the total amount of Overdraft Fees you may incur. We have established a processing order designed to be fair to our customers and not to maximize fees. We reserve the right to change our processing order at any time or from time to time, with or without notice.

1. Real-time transactions (e.g., online banking or telephone transactions) are processed when they occur. In our processing after the end of each business day, we process deposits and other credits (and give you credit for prior deposits that become available for withdrawal) before we process checks and other payment items. In this processing, at present we generally process ATM and debit card transactions first.
2. We then process cashed checks or checks deposited at our financial centers in serial number order, then ACH transactions.
3. We then process checks not cashed/deposited at our financial centers in serial number order. We then process bank fees and charges.

**Changes in Overdraft Rules.** We may amend your Rules and Regulations of Account and amend or terminate any Overdraft Protection Plan at any time by giving you any notice required by applicable law.

**Fees.** We charge the following fees with respect to overdraft activity:

Overdraft Fee (“OD Fee”) (per paid item) \* ..... \$32.00  
 Sweep Transfer Fee (charged when your account is overdrawn by a minimum of \$0.01) \*\* ..... \$12.00

\*Your account must be overdrawn by \$5.01 or greater before we will charge you an Overdraft Fee. A maximum of 4 Overdraft Fees may be charged per day.

\*\*Fees may be discounted, rebated, or waived if you are the owner on certain deposit accounts. Refer to A Brief Guide to Your Account for details.

The number of times an item is presented is at the discretion of the payment recipient if it is returned as non-sufficient funds.

Maximum dollar amount of Overdraft Fees that will be charged per day is \$140.00 (Four Overdraft Fees and one Sweep Transfer Fee).

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If you have an Overdraft Protection Plan and we make a transfer that covers only a portion of your overdrawn amount we will charge you a \$12.00 Sweep Transfer Fee. If there are items remaining that are not covered by your Overdraft Protection Plan, we will subsequently charge you the maximum of four Overdraft Fees on the same business day.