

## **Addendum to the Customer Agreement and Disclosure Statement**

Effective May 1, 2024

## **Overdraft Policy**

**Overdrafts and Returned Items.** You agree that you will not draw any check or other Item on your account or order or initiate any ACH or other debit or any funds transfer or withdrawal against your account, unless there are sufficient available funds in the account to cover the full amount of the check, other Item, debit or order, or you have enrolled in an Overdraft Protection Plan that has sufficient availability to provide your account with sufficient available funds.

We will determine the availability of the funds in your account in accordance with our Funds Availability Policy, which is set forth later in this Agreement, subject to applicable laws. You agree that we may determine whether your account contains sufficient available funds at any time between the time the check, other Item, debit, or order is presented to us physically, electronically or through other means and the deadline that applicable law imposes on us for returning, dishonoring, or refusing the check, other Item, debit, or order. You further agree that we will only be required to review your account once between the time of presentment and the applicable deadline to determine whether the balance of available funds in your account is sufficient to pay the checks, other Items, debits, or orders that have been presented. We will generally make this one-time determination on the date of presentment if it is a Business Day and on the next Business Day if the date of presentment is not a Business Day but reserve the right to make this one-time determination on any other date permitted by applicable law.

We have the unconditional right to dishonor and refuse to pay or accept any check or other Item drawn on your account and any other Account Transaction in your account if there are not sufficient available funds in your account to cover it in its entirety. Subject to our reservation of this right, we may pay or accept the Item or Account Transaction that is drawn or ordered against insufficient available funds if you have enrolled for an Overdraft Protection Plan with sufficient availability to cover the Item or Account Transaction, or if we determine, in our sole discretion, to pay or accept it as an accommodation to you. Our processing practices evaluate your account balance, history and transaction activity, particularly deposit activity, in determining whether to honor, pay or accept any such Item or Account Transaction or series of Items or Account Transactions as an accommodation to you. At any time, you may request that we exclude your account from any accommodation with respect to the payment of any check, Item or Account Transaction in our processing practices; in such event, we will not honor, pay or accept any check, Item or Account Transaction which would result in a negative available balance in your account as of the end of a Business Day. You may also elect to permit ("opt-in") or restrict ("opt out") the payment of Account Transactions involving ATM withdrawals or nonrecurring debit card payments as an accommodation pursuant to our processing practices. We reserve the right to terminate any accommodation, including any election to "opt-in" to the payment of any check, item, ATM withdrawal, nonrecurring debit card transaction or account transaction at any time, without further notice.

If we honor, pay or accept any such Item or Account Transaction or series of Items or Account Transactions, this conduct, standing alone or together with other facts and circumstances, will not constitute a course of dealing between us and will in no way obligate us to pay, honor or accept any other Item or any other Account Transactions, including, without limitation, future Items or Account Transactions of the same or similar type, and you will not rely on us to make any payments against insufficient available funds.

Subject to any limits imposed by applicable law, including the prohibitions that Regulation E imposes on fees for ATM and nonrecurring debit card transactions, we charge a per Item or per transaction fee each time a check or other Item is drawn, or any other Account Transaction is ordered against your account if the account does not have sufficient available funds to cover the Item or other Account Transaction in its entirety. Because this fee is based on the number of Items or Account Transactions that are presented for payment at a time when there are insufficient available funds in your account, more than one fee may be charged against your account each day, depending on the number of Items or Account Transactions that are presented for Transaction. The fee will be designated as an overdraft fee if the Item or Account Transaction is honored, accepted, or paid and payment. We charge this fee regardless of whether we honor or dishonor, pay or not pay, or accept or refuse the Item or Account Transactions as a return item fee if the Item is dishonored, refused, or not paid. A return item fee will be designated as an Uncollected Funds (UCF) Fee if your account has a sufficient ledger balance to pay the Item or Account Transaction but has an insufficient available balance to cover the payment. If both the ledger balance and available balance are insufficient, the return item fee will be designated as a Nonsufficient Funds (NSF) Fee. These fees are in addition to the negative balance fee that is described elsewhere in this Agreement. We may return checks, other items, debits, or orders presented for payment against your account if the amount of the debit exceeds the funds available in your account. Each time we return a check, other item, debit, or order for insufficient available funds, we will assess a fee as described above for each returned item. The entity that submitted the check, other item, debit, or order, may resubmit the check, other item, debit, or order to BankFinancial even if we have already returned the prior check, other item, debit, or order for insufficient funds in your account. If the resubmitted check, other item, debit, or order again payment exceeds the funds available in your account, we will return the check, other item, debit, or order again resulting in an additional fee as described above. Thus, you may be charged multiple fees in connection with a single check, other item, debit, or order that has been returned for insufficient available funds multiple times. The circumstances in which overdraft fees, return item fees and negative balance fees are imposed are described in further detail in our Customer Fee Schedule.





Effective May 1, 2024, Overdraft Privilege Standard & Extended Coverage has been discontinued for all customers. If you wish to: (i) enroll in an Overdraft Protection Plan, (ii) exclude your account from any accommodation with respect to the payment of any check, item or Account transaction, or (iii) "opt-in" or "opt-out of the payment of Account Transactions involving ATM withdrawals or nonrecurring debit card payments as an accommodation pursuant to our processing practices, please contact us at a Branch, Online or call 1.800.894.6900.

## **Overdraft Protection Plans**

If you desire to arrange a fixed amount of overdraft protection, we offer Overdraft Protection Plans as a convenience to help you manage timing differences of deposit and withdrawal activity in your checking account. Overdraft Protection Plans do not automatically apply to your account and may require separate Enrollment and underwriting, and only certain types of checking accounts are eligible for overdraft protection.

An Overdraft Protection Plan may be less costly than overdraft fees, return item fees and negative balance fees. However, the excessive repeated use of an Overdraft Protection Plan can also be very costly due to the fees that apply, and as such, Overdraft Protection Plans generally will not be a cost-effective substitute for alternative borrowing arrangements. We reserve the right to terminate your Enrollment in an Overdraft Protection Plan at any time without further notice.

Our Savings Sweep Overdraft Protection Plan links your personal savings account to your checking account. When the linked checking account does not have sufficient available funds to cover the total amount of checks or other Items presented for payment against your checking account, we will automatically transfer funds from the available balance in your savings account to the checking account in an amount sufficient to cover the total amount of checks or other Items presented. However, if your savings account lacks sufficient available funds to cover the total amount of the checks or other Items presented, the available balance in the savings account will be transferred to your checking account, and if this amount is less than the total amount of the checks or other Items presented, some or all the checks or other Items may be dishonored. All transfers are subject to the fees described in our Customer Fee Schedule and to other restrictions, including the limits on the number of preauthorized transfers that can be made per month from an account.

Our Overdraft Protection Line of Credit Plan links a line of credit to your checking account. When the linked checking account does not have sufficient available funds to cover the total amount of checks or other Items presented for payment against your checking account, advances are made in \$50 increments up to the amount of credit you have available under the line of credit. If your available credit is less than the minimum transfer amount needed to cover the total amount of the checks or other Items presented, an amount equal to your available credit will be advanced under the line of credit and transferred to your checking account, and if this amount is less than the total amount of the checks or other Items presented, some or all of the checks or other Items may be dishonored. All advances made under the line of credit are subject to the terms, conditions, fees, and finance charges described in our Overdraft Protection Line of Credit Agreement, including the annual fee that we charge for this service. No advances will be made if you are in default of your obligations under the Overdraft Protection Line of Credit Agreement or on any other obligation to the Bank.

Enrollments for a Savings Sweep Overdraft Protection Plan or an Overdraft Protection Line of Credit are subject to our prior underwriting and approval. You agree that if you draw a check or other Item, initiate an ACH or other debit, or order a funds transfer against insufficient available funds, these actions will not constitute an Enrollment for an Overdraft Protection Plan or a request that we extend credit to you.

