



## Overdraft Protection Terms and Conditions

You must make an affirmative consent to enroll in Overdraft Protection; however, Overdraft Protection will not be placed on your account unless qualifications are met. Limits are, in part, based upon initial and regular deposit activity. City National Bank periodically reviews accounts for appropriate Overdraft Protection limits and notifies customers of any changes to their limit. If you would like to access your Overdraft Protection for everyday VISA Debit Card and ATM Card transactions, you must choose, by opting-in for the Bank to authorize and pay these items.

**Overdraft Protection should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly.** You agree to maintain an active checking account relationship with City National Bank while Overdraft Protection is available on your account. Each overdraft, including the overdraft fees, should be paid in full within thirty (30) days after the overdraft first occurs. You agree to bring your account to a positive balance within thirty (30) days of the first overdraft for at least one (1) business day.

**Each overdraft paid or returned will be subject to a fee (\$25), not to exceed five (5) overdraft fees per day (\$125), and will be deducted from your available Overdraft Protection limit. A fee will not be assessed if the end of day balance is overdrawn by less than \$10. Any overdraft items in excess of your Overdraft Protection limit may be paid or returned at the Bank's discretion and assessed a fee. Even if Overdraft Protection is available, this does not guarantee all items that overdraw the account will be paid.** See the Bank's Consumer Deposit Accounts brochure, available at all City National Bank branches, for a schedule of current fees.

City National Bank reserves the right, to the extent permitted by law, to set-off against other related accounts if the account is not paid in full within thirty (30) days from the date of overdraft. You agree to abide by the Bank's rules and regulations governing checking accounts as stated in the Consumer Deposit Account Agreement and Disclosure booklet, Consumer Deposit Accounts brochure and any additional documents provided to you as part of your account opening or enrollment in Overdraft Protection.

The Bank will promptly notify you, in writing, under the following circumstances: an Overdraft Protection limit is added to your account, your Overdraft Protection limit is accessed, your Overdraft limit is changed, your account remains overdrawn for an extended period of time, Overdraft Protection is suspended or revoked from your account, or to secure repayment of any overdraft, fee or service charges owed to the Bank. Notices will be sent by mail, or electronically, if you have opted to receive electronic communications. In addition, monthly account statements which include overdraft and return item fees for the statement cycle and year-to-date will be provided to you.

Upon written notice to you, the Bank may amend the terms and conditions of the Overdraft Program in any respect, including the overdraft fee. Such notice shall be properly given when enclosed with your checking account statement, in a separate mailing or any other electronic means. See the Bank's Consumer Deposit Accounts brochure, available at all City National Bank branches, for a schedule of current fees. Our customer service business hours are Monday through Friday, 8:00 AM to 6:00 PM, and Saturday, 9:00 AM to 4:00 PM, excluding federal holidays.

Overdraft Protection will be suspended from your account during our regular removal process if you fail to bring your account to a positive balance within thirty (30) days of the first overdraft for at least one (1) business day. In addition, Overdraft Protection will be removed for excessive use if ten (10) or more items are returned in a statement cycle. **A suspension is defined as the removal of an Overdraft Protection limit until the account is returned to a positive balance and the account must remain positive for five (5) consecutive business days.**

The Bank, or any one of the account holders, may cancel your Overdraft Protection authorization upon delivery of written notice to the appropriate party. Cancellation by the customer requires written notice to the Bank or verbal discussion, including verification of the customer's Security Access Code (SAC). Cancellation by the customer does not terminate the right of City National Bank to collect any outstanding amounts owed by customer as herein above set forth. If the Agreement needs to be amended because of a change in State or Federal Regulations, the change shall be effective immediately without notice.

**For further information about CNB's Overdraft Protection, or un-enroll from Overdraft Protection, and/or opt-out of the payment for everyday VISA Debit Card and ATM Card transactions at any time, contact the Overdraft Protection department by phone at 866-385-3444 or by mail at City National Bank, Attention: Overdraft Protection Department, PO Box 2009, Lawton OK 73502-2009.** Our customer service business hours are Monday through Friday, 8:00 AM to 6:00 PM, and Saturday, 9:00 AM to 4:00 PM, excluding federal holidays.