



MAIN STREET BANK

OVERDRAFT PROTECTION AGREEMENT

Type of Credit Requested: Individual Joint Acct. #: _____ Date: _____

Applicant Name: _____ SSN: _____

Street Address: _____ City, State, Zip: _____

Employer: _____ Employer Phone Number: _____

Annual Salary: _____ Email Address: _____

Co-Applicant Name: _____ SSN: _____

Street Address: _____ City, State, Zip: _____

Employer: _____ Employer Phone Number: _____

Annual Salary: _____ Email Address: _____

If you approve my Overdraft protection Application you will notify me of my Credit Limit, and I agree as follows:

Definitions. In this Agreement, these terms have the following meanings.

Pronouns. The pronouns "I", "me" and "my" refer to all Applicants applying for this Overdraft Protection Line of Credit, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.

Agreement. Agreement refers to this Overdraft protection agreement, and any extensions, renewals modifications or substitutions of it.

Billing Cycle. Billing Cycle means the interval between the days or dates of regular periodic statements.

Credit Limit. Credit limit means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time.

Line of Credit. Line of Credit refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

Loan Account Balance. Loan Account Balance means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges, fees, and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.

Property. Property means any real or personal property that secures my obligations under this Line of Credit.

Transaction Account. Transaction Account Means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is referenced in my Application. Other important terms are defined throughout this Agreement.

PROMISE TO PAY. I promise to pay to you or your order, at your address, or at such other location as you may designate, so much of the Credit Limit as may be advanced under this Agreement, plus finance charges, fees, charges, costs and expenses as described in this Line of Credit.

AGREEMENT TERM. I may request advances from the date you approve my Application.

ADVANCES. I request advances by drawing my Transaction Account below \$0.00 (Triggering Balance). During the term of this Agreement I will maintain my Transaction Account with you. You will make the advance by depositing the advance amount in my Transaction Account. You will record the amount as an advance and increase my Loan Account Balance.

ADVANCE LIMITATIONS. My ability to request and access advances is subject to the following limitations.

- **Minimum Advance.** When I request an advance, the minimum amount you will advance will be \$100.00 (Minimum Advance). You will, subject to the limitations contained in this Agreement, advance either the Minimum Advance, or the smallest multiple of the Minimum Advance necessary to cover my request.

CREDIT LIMIT. Subject to the terms and conditions of this Agreement, I may borrow on this Line of Credit up to the Credit Limit. I agree not to request or obtain an advance that will cause the unpaid portion of my Loan Account Balance to exceed the Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan Account Balance to be greater than the Credit Limit, but that you may, at your option, grant such a request without obligating yourselves to do so in the future. My Credit Limit will not be increased if I overdraw the Line of Credit. If I exceed the Credit Limit, I agree to pay an overline fee of \$25.00 and the amount by which the unpaid principal of my Loan Account Balance exceeds the Credit Limit immediately, even if you have not yet billed me.

COMPUTATION OF FINANCE CHARGES. Finance charges begin to accrue immediately when you make an advance to me. To figure the finance charge for each Billing Cycle, a daily periodic rate is multiplied by the Daily Balance of my Loan Account Balance each day. To figure the Daily Balance, you first take my Loan Account Balance at the beginning of each day, and add any new advances, and subtract any payments or credits that apply to debt repayment, and any unpaid finance charges, fees, and charges. This gives you the Daily Balance.

PERIODIC RATE AND ANNUAL PERCENTAGE RATE. The daily periodic rate used in calculating the **FINANCE CHARGE IS .03285%**, which corresponds to an **ANNUAL PERCENTAGE RATE OF 11.99%**.

PAYMENT DATE. During the term of this Agreement, a Minimum Payment will be due on or before the Payment Date indicated on my periodic statement for any Billing Cycle in which there is an outstanding balance on my account. My Minimum Payments will be due monthly.

MINIMUM PAYMENT. On or before each Payment date, I agree to make a payment of at least \$25.00. If my Loan Account Balance on a Payment Date is less than the Minimum Payment amount, I must pay only the amount necessary to reduce the Loan Account Balance to zero. The Minimum Payment will equal any amount past due, any fees and charges that are due, and the amount of accrued finance charges and 5.0% of the principal balance outstanding on the last day of the Billing Cycle.

ADDITIONAL PAYMENT TERMS. If I otherwise fail to fully pay the Minimum Payment amount, you may, but are not required to, advance money to me to make the payment. All the terms of this Agreement would apply to such an advance. I can pay off all or part of what I owe at any time. I must continue to make my periodic Minimum Payment so long as I owe any amount. Unless otherwise agreed or required by law, payments and other credits will be applied first to any outstanding finance charge, then to principal and then to any other charges. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment.

