



Note: This disclosure is only applicable to account types that are eligible for Overdraft Privileges (“eligible accounts”). Please review the Truth-In-Savings Disclosure (for consumer accounts) or Specific Account Details (for business accounts) which were provided to you with the Terms and Conditions of Your Account to determine whether your account is an eligible account.

Overdraft Privilege Disclosure

OVERDRAFT PRIVILEGES: For eligible accounts, we offer two types of Overdraft Privileges: a Standard Overdraft Privilege and an Additional Overdraft Privilege.¹

Standard Overdraft Privilege: With our Standard Overdraft Privilege, we will generally pay (subject to our sole and absolute discretion) items except ATM withdrawals and point-of-sale (non-recurring) debit card transactions that overdraw your account up to the overdraft limit. The Standard Overdraft Privilege is provided to all qualifying accounts* unless you choose to decline it. (More information on how to decline this privilege is in the section below titled: “Declining the Standard Overdraft Privilege”.)

Additional Overdraft Privilege: With our Additional Overdraft Privilege, we will generally pay (subject to our sole and absolute discretion) ATM withdrawals and point-of-sale (non-recurring) debit card transactions that overdraw your account up to the overdraft limit. The Additional Overdraft Privilege is not provided unless your account qualifies for, and you have not opted out of, the Standard Overdraft Privilege. For consumer accounts only, the Additional Overdraft Privilege will not be provided unless you also affirmatively opt-in by providing your consent. (More information on how to consent to this privilege is in the section below titled: “Opting-In to Receive the Additional Overdraft Privilege”.)

Overdraft Limit: We have established a combined limit for both the Standard Overdraft Privilege and Additional Overdraft Privilege that will generally allow your account to be overdrawn up to a negative available balance of \$1,000.00 (we refer to this limit as the “overdraft limit”). However, in our sole and absolute discretion, we may pay items (and charge associated Paid Item/Overdraft Fees) that cause your account to exceed the overdraft limit. In addition, even if an overdraft would be within your overdraft limit, we may still decide not to pay the overdraft for any reason in our sole and absolute discretion.

***QUALIFICATIONS FOR OVERDRAFT PRIVILEGES:** Before an eligible account will qualify for the Overdraft Privileges, all of the following qualification requirements must be met:

1. The account has been open for at least 30 days.
2. You are not more than 30 days past due on any loan obligation to us.
3. You are not subject to any legal or administrative order or levy.
4. You are not currently a party in a bankruptcy proceeding.
5. You do not have a current outstanding balance in an overdraft repayment plan.
6. Your account is not currently overdrawn.
7. You have previously made aggregate deposits totaling at least \$300.00 into your account (whether all at once, or in separate deposits).
8. There is no hold on your account for any items for which we are required by law to notify you.
9. We have not determined that improper activity is taking place in connection with your account.
10. We do not believe you have a bad address on file with us (as evidenced by returned correspondence).

SUSPENSION OF OVERDRAFT PRIVILEGES: We may, at our sole and absolute discretion, reduce or suspend your Overdraft Privileges, without notice (unless otherwise required by law), if we become aware of any of the following:

1. You are more than 30 days past due on any loan obligation to us.
2. You are subject to any legal or administrative order or levy.
3. You are a party in a pending bankruptcy proceeding.
4. You have an outstanding balance in an overdraft repayment plan for any accounts you have with us.
5. More than 30 days have passed since your account (or any account you have with us) has had a positive available balance.
6. A hold has been placed on your account for any items, and we are required by law to notify you.
7. It appears that improper activity has taken place in connection with your account.
8. We believe you have a bad address on file with us, as evidenced by returned correspondence.

OVERDRAFTS: As further described in the Terms and Conditions of Your Account, when the dollar amount of an item presented to us for payment exceeds the applicable available balance (as defined below) of your account, at our sole and absolute discretion and without notice

¹ For the avoidance of doubt, we may also exercise our sole and absolute discretion under the Terms and Conditions of Your Account to authorize and pay overdrafts. We may exercise this discretion to pay overdrafts even if your account is not eligible for, or does not qualify for, an Overdraft Privilege, or even if an item exceeds any available overdraft limit associated with an Overdraft Privilege.

to you, we may pay or return the item. If we pay the item, the payment can result in a negative available balance on your account and create an overdraft. We may decide to pay an item if the applicable available balance of your account is already negative. Each such payment will constitute an additional overdraft. The “available balance” means the amount of money in your account that you can use, withdraw, or transfer. The available balance may increase or decrease throughout the day based on the account activity. Any holds associated with your account reduce the available balance. Additional information regarding your available balance (and how you can obtain the available balance of your account) is provided in the Terms and Conditions of Your Account. Important information about how we apply the available balance for purposes of items that would cause an overdraft in your account, and for purposes of assessing Paid Item/Overdraft Fees and Return Item/Insufficient Funds Fees, is provided below in the subsection titled “Applicable Available Balance”.

For consumer accounts only: For an ATM withdrawal or point-of-sale (non-recurring) debit card transaction, we will conduct an analysis of whether to pay (authorize) the item at the time of the transaction. If this analysis results in a decision not to pay the item, then the transaction will be declined (or partially declined).

For all other items, we conduct an initial automated analysis of each item when the item is first included in nightly processing for posting to your account (the “initial automated analysis”). If the initial automated analysis results in a decision to pay the item, then the item will be processed and posted to your account during that nightly processing. If the initial automated analysis is unable to determine whether to pay or return the item, then we conduct a manual analysis of the item on the following business day. If, after the manual analysis, we decide to pay the item in our sole and absolute discretion, then the item will be processed and posted to your account during the nightly processing for that business day (*i.e.*, the business day on which the manual decision was made); however, as described below, for purposes of determining whether an overdraft fee will be assessed for the item, the applicable available balance will be used.

Applicable Available Balance: As used in this disclosure, the “applicable available balance” is:

- (1) except as described in parts (2) and (3) below, the available balance of your account immediately prior to the time that the item is processed and posted to your account;
- (2) for an item on a consumer account that requires a manual analysis as described above, the available balance of your account immediately prior to the time the initial automated analysis was conducted (this is generally during the nightly processing occurring the immediately preceding business day before the manual analysis occurs); or
- (3) for ATM withdrawals and point-of-sale (non-recurring) debit card transactions on consumer accounts:
 - a. except as described in subpart b below, the available balance of your account at the time of the transaction; and
 - b. only for purposes of the section below titled “Fees”, the available balance of your account at the time that the item is processed and posted to your account.

FEES: There are certain fees for overdrafts and returned items that may apply to your account (Please note: These fees apply to all accounts, whether or not the account is eligible for or qualifies for one or both Overdraft Privileges):

Fees for Overdrafts: If we pay an item that results in an overdraft on your account based on the applicable available balance (including a second or subsequent request for payment), we may charge a Paid Item/Overdraft Fee of \$36.00 per occurrence. However, the following exceptions apply:

- We generally will not charge a Paid Item/Overdraft Fee for an item that results in an available balance that is negative by \$5.00 or less.
- For consumer accounts only, we will not charge Paid Item/Overdraft Fees for overdrafts caused by ATM withdrawals or point-of-sale (non-recurring) debit card transactions if you have not opted into our Additional Overdraft Privilege program, which is optional.
- We will not charge a Paid Item/Overdraft Fee for ATM or point-of-sale (non-recurring) debit card transactions if the available balance at the time of the transaction was sufficient to cover the authorized amount.

There is no limit on the number of Paid Item/Overdraft Fees that we may charge you per day.

Fees for Returned Items: If we return an item that would have resulted in an overdraft on your account had the item been paid during our posting process (including a second or subsequent request for payment), you may be charged a fee by the party that presented the item for payment. Additionally, for business accounts, we may also charge a Return Item/Insufficient Funds Fee of \$36.00 per occurrence. For business accounts, we may charge Return Item/Insufficient Funds Fees for returned items even if your account is not eligible for, does not qualify for, or you have opted out of, our Standard Overdraft Privilege, and there is no limit on the number of Return Item/Insufficient Funds Fees that we may charge you per day.

Multiple Requests for Payment: If we return an item, the party that presented the item for payment might have the right to make a second or subsequent request for payment. If we receive such a second or subsequent request for payment, we will treat the request as an independent item different from the item(s) previously presented. This means that if a second or subsequent request for payment is made, and at that time it again exceeds the applicable available balance on your account, for consumer accounts, we may either pay or return the item and, if we pay the item, we may charge a Paid Item/Overdraft Fee (for business accounts, we may either pay or return the item and we may charge a Paid Item/Overdraft Fee or an additional Return Item/Insufficient Funds Fee).

Additional Information: All Paid Item/Overdraft Fees and (for business accounts only) Return Item/Insufficient Funds Fees will be included in your negative available balance and will reduce your available overdraft limit (if any). Additional information about overdrafts and returned items (including additional details about fees, our posting process, and how we make the determination of whether your available balance is sufficient to pay an item) is provided in the Terms and Conditions of Your Account, the disclosure titled "What You Need To Know About Overdrafts and Overdraft Fees" (for consumer accounts only), and our Schedule of Fees and Charges.

TERMS AND CONDITIONS OF YOUR ACCOUNT: You acknowledge that this disclosure is intended to supplement the Terms and Conditions of Your Account (as amended from time to time) ("Terms and Conditions"), which also continue to govern your account and which have been provided to you by us. In the event of a conflict between this disclosure and the Terms and Conditions, the Terms and Conditions shall control. As used in this disclosure, the words "we," "our," "us," "you," and "your" have the same meanings as they do in the Terms and Conditions.

OPTING-IN TO RECEIVE THE ADDITIONAL OVERDRAFT PRIVILEGE: If you wish to accept the Additional Overdraft Privilege, you may do so by completing a consent form available at any Simmons Bank branch, at <https://simmonsbank.com/privacy-policy/consent>, or you can request a consent form by calling 1-870-850-2550 or by calling us at (toll-free) 1-866-246-2400.

DECLINING THE STANDARD OVERDRAFT PRIVILEGE: If you wish to decline the Standard Overdraft Privilege, you may do so by completing the information requested below and returning this disclosure to us at this address: Simmons Bank, Attn: CIF Services, P. O. Box 7009, Pine Bluff, AR 71611-7009 or to any Simmons Bank branch.

NOTE FOR BUSINESS ACCOUNTS: We may charge Return Item/Insufficient Funds Fees for returned items even if you have opted out of our Standard Overdraft Privilege. For more information, see the subsection above titled "Fees for Returned Items".

DECLINING OVERDRAFT PRIVILEGE

I do not wish to have any Overdraft Privilege on my account. I understand by declining Overdraft Privileges that items that would overdraw my account will generally not be paid and may be returned to the presenter. I further understand that, for business accounts, a Return Item/Insufficient Funds Fee of \$36.00 will apply to each item that is returned, as outlined in the Schedule of Fees and Charges.

Signature: _____

Account Number: _____

Print Name of Account Owner: _____

Date: _____



Protecting Yourself From Fees for Overdrafts and Returned Items

This educational material is not intended to, and does not, form a part of the terms and conditions and other disclosures that govern your account.

How do Overdrafts Happen and What Fees Will I Be Charged? As further described in the Terms and Conditions of Your Account, when the dollar amount of one or more items exceeds the applicable available balance of your account, at our discretion and without notice to you, we may pay or return some or all of the items. If we pay such items, payment will result in a negative available balance on your account and create an overdraft. The “available balance” means the amount of money in your account that you can use, withdraw, or transfer. The available balance may increase or decrease throughout the day based on the account activity. Any holds associated with your account reduce the available balance. Additional information regarding your available balance (and how you can obtain the available balance of your account) and how we apply the available balance for purposes of overdrafts and returned items is provided in the Terms and Conditions of Your Account. If we pay the item presented to us even though the item exceeds the applicable available balance of your account, you may be charged a “Paid Item/Overdraft Fee.” If we return the item presented to us without paying it and the returned item was intended to compensate a third party (e.g., a store, your landlord, or the phone company), the third party may charge you a fee for the returned item. In addition to any fees charged by third parties, for business accounts, we may also charge a “Return Item/Insufficient Funds Fee.”

Tips to Avoid or Reduce Fees from Overdrafts. These tips and tools can help you keep track of the money in your account to help you avoid overdrafts and returned items. Remember that even following these tips will not necessarily avoid all overdrafts, returned items, and related charges and fees.

- Use the convenient tools Simmons Bank offers to help you keep informed about your deposit account and your available balance. Among those tools are Online Banking, Mobile Banking, our automated phone system, the balance inquiry feature at ATMs, and our low balance email and text alerts. *(Please note that the order in which items are displayed in your account history may not be the order in which these transactions posted to your account. Also remember that not all funds in your account may be available for immediate withdrawal or other use.)*
- Keep your checkbook register up to date and calculate the amount you have left in your account after each transaction. *(Remember to anticipate and record any recurring automatic bill payments. Promptly, adjust your account register if you receive a notice of any returned deposited item. Don't forget to deduct any fees and charges, including for overdrafts. Reconcile your account register to your monthly statement or Online Banking or Mobile Banking statement and promptly notify Simmons Bank of any errors or unauthorized transactions.)*
- Consider keeping additional funds in your account as a cushion, and use direct deposit.
- Debit card transactions at some merchants (e.g., gas stations and hotels, particularly those where the PIN is not used) may result in temporary authorization holds, which may exceed the final transaction amount. This reduces your available balance.
- After depositing funds in your account, wait at least an extra business day before you attempt to use those funds.
- Information is power! If you would also like credit counseling information, there are a variety of organizations (including nonprofit organizations) that provide readily available information.

Consider Overdraft Privilege and Protection Services Available to You from Simmons Bank. If you have an eligible deposit account that qualifies, that account comes with a Standard Overdraft Privilege (unless you opt out) under which we

generally pay overdrafts caused by transactions other than ATM withdrawals and point-of-sale (non-recurring) debit card transactions, up to the overdraft limit. An Additional Overdraft Privilege allows us to pay overdrafts caused by ATM withdrawals and point-of-sale (non-recurring) debit card transactions up to the overdraft limit. For consumer accounts only, the Additional Overdraft Privilege will not be provided unless you affirmatively opt-in by providing your consent. Simmons Bank also offers Overdraft Protection Transfer Services that link your deposit account to a funding account, such as a savings account, money market account, or a line of credit. If you sign up for our Overdraft Protection Transfer Services, we will automatically transfer available funds from your funding account in the event that you do not have a sufficient available balance in your deposit account to cover an item. All Simmons Bank loan products are subject to credit approval and will include interest charges and may include other fees.

Comparison of Ways to Avoid or Cover Overdrafts. The choice is yours. Consider these ways to cover your account transactions:

Ways to Cover Your Overdrafts	Example of Possible Cost¹
Good Account Management	\$0.00
Link and Transfer from Another Simmons Bank Deposit Account²	\$0.00
Transfer from a Simmons Bank Personal Line of Credit (PLOC)³ (Variable Rate and Unsecured)	No Transfer Fee (However, up to \$150.00 One Time Set-Up Fee + Current Loan Interest Rates)
Overdraft Privilege	\$36.00 Paid Item/Overdraft Fee per occurrence
Item Returned with Payment Declined	Possible Merchant Returned Payment Fees, which may vary (For business deposit accounts, an additional \$36.00 Bank Return Item/Insufficient Funds Fee)

¹These costs are only examples. Fees and interest rates are subject to change. ²Only qualifying deposit accounts may be linked to your account to cover overdrafts. Full terms and conditions apply to all deposit accounts and are available upon request. Additional fees may apply. ³Simmons Bank Personal Line of Credits are variable rate and are unsecured. For the above PLOC illustration, a variable rate unsecured PLOC with maturity of 36 months requires a one-time set up fee of up to \$150.00 (actual fee varies by loan size and state), a monthly minimum payment of .50% of outstanding balance plus accrued interest is required, the full amount of principal outstanding and accrued interest is payable at maturity, terms include a late payment fee of 10% of the unpaid portion of the scheduled payment up to a maximum of \$100.00, and you will need to contact a Simmons Bank representative for current interest rates on a PLOC. The minimum amount of a credit advance into your account from a PLOC is \$100.00. Other open-end credit products that can be linked to a deposit account to assist with overdrafts would be Home Equity Lines of Credit (HELOC) that are secured by a dwelling and offered with other terms and conditions different from the PLOC. Visit with our staff to learn more about a PLOC or HELOC and their credit approval requirements.

******Good account management is the lowest cost way to protect your hard-earned money.******

Where Can I Find More Information and Full Terms and Conditions? For further information (including instructions on how to decline the Standard Overdraft Privilege or how to opt-in to the Additional Overdraft Privilege), please refer to the Terms and Conditions of Your Account, our Schedule of Fees and Charges, and the Overdraft Privilege Disclosure, each of which has been provided to you and is available upon request at a Simmons Bank branch or by calling 1-866-246-2400. In addition, for consumer accounts only, please also refer to the disclosure titled “What You Need To Know About Overdrafts and Overdraft Fees”, which has also been provided to you and is available upon request or on our website at <https://simmonsbank.com/privacy-security/consent>.