

**THE SERVICE.** The Advanced Overdraft Service (the 'Service') is an optional service offered by Independent Bank (the 'Bank') that rebates customers up to two (2) Overdraft or Return Item Fees for each calendar month. An Overdraft or Return Item Fee is a fee charged by the Bank for each item drawn against an account that results in the account being overdrawn. The same amount is charged regardless of whether the Bank rejects or pays the item that results in the account being overdrawn. The Overdraft or Return Item Fee is referred to in this document as an "NSF charge." The Service rebates customers for up to two (2) of these NSF charges each calendar month. The Service does not rebate the Daily Overdraft Fee or any other account service charges imposed by Bank.

Please see the Bank's current fee schedule for the cost of the Service, which is charged as a monthly fee for each Enrolled Account. The Bank may change the amount of the monthly fee in its sole discretion upon thirty (30) days' prior notice to enrolled customers, which notice may be provided in a monthly statement or separate written notice by mail or email. An "Enrolled Account" means a consumer checking account maintained with the Bank that is currently enrolled in the Service. Opportunity One Accounts, Health Savings Accounts and business deposit products maintained with the Bank are not eligible for the Service. Customers may enroll more than one consumer checking account in the Service. The Service is an optional service that customers may add or remove at any time.

**ENROLLMENT.** Eligible accounts may enroll in the Service at the time such account is opened or at any time thereafter by completing and signing this consent form. Upon enrollment in the Service, the current monthly fee for the Service will be deducted from the available balance of each Enrolled Account on the last business day of each month. Enrollment in the Service will automatically change the Enrolled Account's statement cycle to the last business day of each month. The fee for the Service will be deducted from the available balance of each Enrolled Account on a monthly basis until the Service is terminated in accordance with the section titled "Termination" below. If the balance in the Enrolled Account is less than the amount of the fee for the Service, it will result in the account being overdrawn and could result in a Daily Overdraft Fee. See current fee schedule. Rebates provided under the Service may be applied to NSF charges occurring on or after the date of enrollment for each Enrolled Account. No rebates will be given for NSF charges occurring prior to the date of enrollment.

**HOW THE SERVICE WORKS.** The Service reviews each Enrolled Account each evening (Monday through Saturday, excluding federal holidays) for transactions that have resulted in an NSF charge. Transactions that are eligible to receive a rebate under the Service (each, an 'Eligible Transaction') are overdraft items that have incurred NSF charges that are scheduled to be either paid or returned. Certain charges are not eligible for a rebate under the Service, including, without limitation, Daily Overdraft Fees or other account service charges imposed by the Bank. After all NSF charges have been posted to an Enrolled Account, if an Eligible Transaction has been posted to the Enrolled Account, the Service will automatically rebate to the Enrolled Account an amount equal to the NSF charge incurred in connection with the Eligible Transaction. If an Enrolled Account has an eligible sweep or draw linked to the Enrolled Account, funds will be used from the protecting account to cover that amount overdrawn in the Enrolled Account prior to the application of a rebate under the Service. If there are not enough funds to cover the overdrawn amount of the Enrolled Account through the sweep or draw linked to the Enrolled Account and an NSF charge is assessed by the Bank, the NSF charge will be eligible for a rebate under the Service. The rebate will be reflected with the description of "Advanced Overdraft Refund." If more than two (2) NSF charges are posted to an Enrolled Account in a single day, the Service will rebate the first two (2) NSF charges that have been posted to an Enrolled Account based on the order such NSF charges are assessed and posted

to the Enrolled Account. Once two (2) rebates have been provided to an Enrolled Account during a monthly statement cycle, no additional rebates will be given, and the customer will be liable for any and all NSF charges that are imposed in excess of the two (2) that are rebated under the Service.

If any NSF charge that was originally posted to an Enrolled Account is reversed for any reason, including as a result of Bank error, any rebate applied to such reversed NSF charge pursuant to the Service will also be reversed, thus allowing the rebate to be used for another Eligible Transaction in the monthly statement cycle.

The number of rebates available to an Enrolled Account resets at the end of each calendar month. Unused rebates provided under the Service may not be used or rolled over to subsequent calendar months.

**TERMINATION.** Customers may terminate this Service at any time by calling the Customer Experience Hub at 800.355.0641, Monday-Friday 8 am – 8 pm and Saturday 8 am – 5 pm (excluding federal holidays), or by visiting any one of the Bank’s branch locations for assistance. Customers may remove the Service from an Enrolled Account at any time through verbal authorization or by signing an unenrollment form. Upon unenrollment, the account will no longer be eligible for rebates as of the date of unenrollment, including any unused rebates for the remainder of the calendar month in which unenrollment occurs, and will no longer be charged the monthly fee for the Service beginning with the next statement cycle. All unused, prior rebates for NSF charges are non-refundable upon unenrollment from the Service. The customer will remain liable for any and all NSF charges imposed on an account upon unenrollment.

**BANK’S RIGHT TO SUSPEND OR TERMINATE.** Bank reserves the right to revoke the Service permanently or temporarily, at any time, without notice to the customer. In the event the Bank revokes the Service, either temporarily or permanently, all fees paid for the Service shall be non-refundable and the customer will not receive the benefit of any unused rebates formerly available through the Service. The Service does not affect the Bank’s right to deny payment of any transactions in accordance with the Bank’s applicable rules and procedures and the terms and conditions applicable to the account.