

OVERDRAFT PRIVILEGE DISCRETIONARY POLICY

Account Holder: Kasasa Account Holder

Financial Institution: ESB FINANCIAL
ESB Financial - Emporia
801 Merchant St
P.O. Box 807
Emporia, KS 66801

DISCRETIONARY OVERDRAFT PRIVILEGE POLICY

It is the policy of ESB Financial to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Deposit Account Agreement and Disclosure provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and ESB Financial with regard to your checking account. The Deposit Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Policy and the Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from your ESB Financial Personal Banker.

Overdraft privilege is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your overdraft privilege and the amount of the overdraft fee. ESB Financial is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by ESB Financial of an overdraft check (or items, such as ATM withdrawals) does not obligate ESB Financial to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

Pursuant to ESB Financial's commitment to always provide you with the best level of service, now and in the future, if your consumer account (primarily used for personal and household purposes) has been open for at least thirty (30) days, or if your commercial account has been open for at least sixty (60) days, and thereafter you maintain your account in good standing, which includes at least:

- A) Bringing your account to a positive balance within every thirty (30) day period for a minimum period of 24 hours;
- B) Not being in default on any loan or other obligation to ESB Financial and
- C) Not being subject to any legal or administrative order or levy

...then ESB Financial will have the discretion to pay overdrafts within the overdraft privilege limits, but payment by ESB Financial is a discretionary courtesy and not a right of the customer or an obligation of ESB Financial. This privilege for consumer checking accounts will generally be limited to a maximum of the assigned OD limit ranging from \$400 to \$750, based on account type, overdraft (negative) balance.

This privilege for commercial accounts will generally be limited to a maximum of \$750 overdraft (negative) balance. Of course, any and all fees and charges, including without limitation the non-sufficient funds fees (as set forth in our fee schedules and deposit account agreement and disclosure), will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the overdraft privilege amount as a result of the assessment of a fee.

The total of the discretionary Overdraft Privilege (negative) balance, which includes any and all fees and charges, including all non-sufficient funds/overdraft fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Agreement and Disclosure. Our standard NSF fee of \$27 will be imposed for overdrafts created by checks, ACH, Point-of-Sale, ATM withdrawals, in-person withdrawals, or by other electronic means. Transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred.

While ESB Financial will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the customer or an obligation of ESB Financial and ESB Financial in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause. You may opt out of the Overdraft Privilege services at any time by contacting one of our Customer Service Representatives.

For our consumer accountholders ESB Financial will not pay overdrafts for ATM or everyday debit card transactions unless ESB Financial has provided you with the notice required by section 205.17(b) of Regulation E and you have opted in to the payment of these overdrafts. In addition, for both consumer and commercial accounts, you may opt out of the Overdraft Privilege services for check, ACH and debit card bill payment transactions at any time by contacting one of our Account Services Representatives.

October 2012