

**GUARANTY BANK OR BESTBANK
CLEAR COVERAGE SERVICE AGREEMENT**
The information described is accurate as of March 10, 2016.

This Agreement governs the CLEAR Coverage Service (the "Service") provided by Guaranty Bank F.S.B. doing business as BestBank in Georgia and Michigan (the "Bank") and sets out the terms and conditions of that service. This Agreement supplements the terms and conditions of your Account and other agreements between you and the Bank and contains important information about our CLEAR Coverage Service.

The CLEAR Coverage Service is an **OPTIONAL** service that **costs \$10 per month**. The CLEAR Coverage Service provides overdraft coverage at a cost of \$7 per item for overdrafts totaling no more than \$50 in paid items and fees exceeding an account's available balance in a single day. Overdrafts totaling more than \$50 in paid items and fees exceeding an account's available balance in a single day cost \$37 per item.

Definitions

In this Agreement certain capitalized terms have special meanings.

"Account" means a personal checking account at the Bank.

Your **"Current Balance"** is the actual dollar balance of your Account.

Your **"Available Balance"** is the portion of your Current Balance that is available for withdrawal or payment of items. Your Current Balance is reduced by: (1) any holds placed on your Account for checks you have deposited or cashed as described in the terms and conditions governing your Account, and (2) any holds placed for debit card transactions that are authorized but have not cleared or do not clear your Account.

"Calendar Day" is all calendar days, including weekends and holidays.

"CLEAR Coverage Service Charge" is the charge per monthly statement period, payable as provided in this agreement. This charge will appear on your checking account statement as "CLEAR Serv Charge".

The **"Grace Zone"** is a defined overdraft limit within which we will pay items in excess of your Available Balance and charge you reduced Overdraft Fees as provided under the terms of this Agreement. Your Grace Zone will not exceed a specified dollar amount.

"Overdraft Fees" are disclosed in the Account Disclosure and any amendments to that disclosure.

"Service" is the CLEAR Coverage Service.

"Statement Date" is the date the statement is issued which is displayed on each statement.

"Statement Period" is the time period from one statement date to the next statement date.

"You" and **"your"** refer to you or any other owner of an Account.

"We" and **"us"** refer to the Bank.

Eligibility Requirements

To be eligible for the Service you must be at least 18 years of age and the owner of a personal, individual or joint checking account with us.

You are not eligible for the Service if:

- You are a participant in our Fresh Start Program repayment plan.
- The Current Balance at the time you request the Service is less than the monthly \$10 CLEAR Coverage Service Charge.
- Your Account is restricted by the Bank or by court order. Examples include lost or stolen account information, an account owner has died, or there is fraudulent activity on the account.
- You are included in a current bankruptcy proceeding.

Continued Eligibility / Termination of Service

In order to remain eligible for the Service, your Account must continue to meet the Eligibility Requirements set forth above. If at any time your Account does not meet the Eligibility Requirements, we may automatically terminate the Service. If we terminate the Service you will receive written notification of the termination within 5 business days.

No CLEAR Coverage Service Charges paid prior to the termination will be refunded, nor will you receive any unpaid CLEAR Coverage Rebate for which you might have been eligible for the statement period in which the Account is terminated.

If your Account is overdrawn for 60 consecutive days, we will automatically cancel the Service and close the Account.

CLEAR Coverage Service Costs and How the Service Works

The cost for the CLEAR Coverage Service is **\$10.00** per month.

When you are enrolled in the CLEAR Coverage Service, the Bank **will pay overdrafts** that together with the fees total no more than **\$50 in excess of your Available Balance. This is called the Grace Zone.** For **each** paid item, the Bank will charge you an Overdraft Fee of **\$7 per item** instead of the standard Courtesy Overdraft Service fee of \$37 per item. Both the fees charged and the amount of the overdrawn items is subtracted from the Grace Zone amount. Your Grace Zone is not available for in-branch teller processed transactions or automatic transfer of funds between accounts.

Paying overdrafts beyond the Grace Zone is not guaranteed. Examples of when we typically do not pay overdrafts include being consecutively overdrawn for an extended period of time, owing money on a Fresh Start or closed account or not making regular deposits. **If a transaction results in your Account being overdrawn by an amount that exceeds the \$50 Grace Zone, standard Courtesy Overdraft Service fees of \$37 per item will apply.**

A one-time Continuous Overdrawn Fee of **\$37** is charged when your Available Balance remains negative for 10 calendar days instead of 7 calendar days under the standard Courtesy Overdraft Service.

If you have no overdraft items during a full statement period and your Current Balance has not been negative at any point in the statement cycle, we will deposit directly into your Account a **\$2.50 CLEAR Coverage Rebate** (equal to 25% of the CLEAR Coverage Service Charge paid in the previous statement period). This credit will appear on your checking account statement as "CLEAR Rebate."

Example

CLEAR Coverage Service is best suited to customers who expect to overdraw their accounts occasionally and in small amounts. For example, if you have CLEAR Coverage Service and have one overdraft item paid within the Grace Zone every other month for one year, you would pay a total \$147 (reflecting the \$10 service charge each month, minus the \$2.50 monthly rebate for 6 months of no overdraft, plus 6 months with one overdraft each month at \$7 per item in Overdraft Fees). By contrast, 6 overdrawn items at \$37 per item in Overdraft Fees with the standard Courtesy Overdraft Service would total \$222.

However, the Service would result in overall higher fees for customers with overdrafts that exceed the Grace Zone. For example, if you have CLEAR Coverage Service and have one overdraft item greater than \$50 paid every other month for one year, you would pay a total of \$342 (reflecting the \$10 service charge each month plus 6 months with one overdraft each month at \$37 per item in Overdraft Fees).

If you are opted OUT of the Bank's Courtesy Overdraft Service

If you have chosen to opt-out of the Courtesy Overdraft Service for ATM and everyday debit card transactions, these transactions will typically be declined, even if they are in the Grace Zone, when you don't have available funds in your account, and no Overdraft Fee will be assessed. Everyday debit card transactions do not include recurring debits such as debit card transactions that are set up to bill automatically, for example gym memberships. Overdraft Fees will apply if you are overdrawn due to recurring debit card transactions.

If you have chosen to opt-out of the Courtesy Overdraft Service for ALL transactions, ATM and everyday debit card transactions will typically be declined, even if they are in the Grace Zone, when you don't have available funds in

your account, and no Overdraft Fee will be assessed. Everyday debit card transactions do not include recurring debits such as debit card transactions that are set up to bill automatically, for example gym memberships. Overdraft Fees will apply if you are overdrawn due to recurring debit card transactions.

Checks, ACH and recurring debit card transactions, **will be paid if they are in the Grace Zone**, and a \$7 per item Overdraft Fee will apply. If you do not have sufficient available funds beyond the Grace Zone, recurring debit card transactions will be paid and a \$37 per item fee will be assessed. Checks and ACH transactions will be returned and a standard Return Check/Item Fee of \$37 per item **will apply**. The merchant may also charge you a fee for the return. If your Available Balance remains consecutively overdrawn a continuous overdrawn fee may be charged.

CLEAR Coverage Monthly Service Charge

When we approve your request for the Service in connection with an Account, we will withdraw the CLEAR Coverage Service Charge of **\$10** from that Account within three calendar days after enrollment and the Service will take effect no later than the date the CLEAR Coverage Service Charge is withdrawn from the Account. Beginning with the second statement following your request for the Service we will automatically withdraw the CLEAR Coverage Service Charge from that Account on each statement date, until the Service is cancelled or terminated. If your Statement Date falls on a weekend or legal holiday, the Service Charge will be withdrawn on the previous business day.

CLEAR Coverage and the Overdraft Protection Transfer Service

If your Account is enrolled in our Overdraft Protection Transfer service (which automatically transfers funds from a linked account when the checking account has insufficient available funds to cover an overdraft) **and** you also have CLEAR Coverage, the Overdraft Protection Transfer service will be processed first. Then, if there are not enough available funds in the Transfer Account to cover the amount overdrawn plus the transfer fee, the CLEAR Coverage Service will apply.

Excessive Overdrafts

Overdrawn items will result in Overdraft Fees. Use of the Service will result in your Account being overdrawn. **More than one Overdraft Fee may be charged against your account each day.** You must bring your Account positive as soon as possible to avoid continuous overdrawn fees and avoid future Overdraft Fees. You are subject to standard Overdraft Fees when you do not have enough available funds in your account to cover a transaction beyond the Grace Zone. Excessive use of any overdraft service is costly and discouraged. Please ask about alternative options. The categories of transactions for which a fee may apply include ATM and everyday debit card transactions, if you have opted in to the overdraft service for those transactions, checks and other transactions made using your checking account number, automatic bill payments and preauthorized automatic debits, telephone-initiated, online banking, or electronic transfers and recurring debit card transactions.

Transaction Processing Order

Refer to your Account Disclosure for detailed information regarding transaction posting order.

Canceling the CLEAR Coverage Service

You may cancel the CLEAR Coverage Service at any time by contacting our Customer Service Center at 1-800-235-4636 (INFO) or visiting any branch location. If you request to cancel the Service, the cancellation will take effect as of your next statement date.

If you choose to close your Account, the Service will be automatically cancelled on the date you close the Account. No CLEAR Coverage Service Charges paid prior to the closure will be refunded, nor will you receive any unpaid CLEAR Coverage Rebate for which you might have been eligible for the statement period in which the Account is closed.

Change in Terms

We reserve the right to change the terms of this Agreement, or to cancel or discontinue the Service, at any time with notice to you provided as required by law.

Information and Questions

You can obtain the status of your CLEAR Coverage Grace Zone by calling our automated phone banking system at 1-800-235-4636, Option 3. For **Available Balance information** call our automated phone banking system at **1-800-235-4636 (INFO)** or log on to Online or Mobile Banking. If you have questions or need more information, please call our Customer Service Representatives at 1-800-235-4636 or visit your nearest branch.