



Customer Identification Program Notice

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. An account includes: deposit accounts, transaction or asset accounts, credit accounts or other extensions of credit, safe deposit boxes or other safekeeping services, a cash management, custodian, and trust services.

Specifically, in accordance with Section 326 of the USA PATRIOT ACT, all financial institutions are required to:

- Obtain certain information on any customer seeking to open a new account with the bank, including loans and deposit accounts, or safe deposit box.
- Verify the identity of all customers by requesting documentation, such as driver's license or other identifying documentation.
- Record the information used to verify the customer's identity, such as name, residential address, date of birth, as well as any other information that is used to identify the customer.

BankProv intends to comply with this law to the fullest extent by not only collecting the required information but also verifying the information provided by our customers. In some cases, identification will be requested for existing customers because original documentation was not obtained or documented when their initial accounts were established. In all cases, the protection and confidentiality of all of our customer's personal information is the bank's pledge to you.

proper identification is required.

Terms and Conditions of Your Account

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(1) Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

(2) Agreement

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.



(2) Agreement, Continued

This agreement is subject to applicable federal laws, the laws of the state of Massachusetts and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

(3) Liability

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

(4) Deposits

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid



(4) Deposits, Continued

by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

(5) Withdrawals

Generally. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated Checks. A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and Withdrawal Rules. If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash Withdrawals. We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.



(5) Withdrawals, Continued

Notice of Withdrawal. We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

(6) Chapter 167D Accounts

Except as indicated below, we do not intend to subject your account to (i) a service, maintenance or similar charge, (ii) a minimum balance requirement, (iii) a charge for a check, deposit or withdrawal, or (iv) a fee for the initial order or subsequent refills of the basic line of checks offered by us if you qualify for the minor or senior citizen fee exemption under Chapter 167D of Massachusetts General Laws. You should notify us if you or your spouse qualify so that we may administer your account accordingly. Despite this exemption, we may assess a fee for certain services in accordance with our published service charge schedule, including stop payment orders, wire transfers, certified or bank checks, money orders and deposit items returned, transactions at electronic branches and through other electronic devices, and services not directly associated with the deposit, withdrawal or transfer of funds from any such account; and we may assess you a reasonable charge when payment has been refused because of insufficient funds on any check or other transaction on the account (as permitted by law).

(7) Ownership of Account and Beneficiary Designation

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account. This is an account in the name of one person.

Joint Account - With Survivorship. (*And Not As Tenants In Common*). This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship. (*As Tenants In Common*). This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust Account. One or two of you (called trustees) may create such an account in trust for other persons. Payments may be made to the trustee, or if there are two trustees, to either or both of the trustees or the survivor. Upon the death of the trustee or the death of both trustees, payment may be made to the person or persons who survive the death of the last surviving trustee in an equal portion of the funds for whom the trust was made, or that person's legal representative.

(8) Business, Organization, and Association Accounts

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is



(8) Business, Organization, and Association Accounts, Continued

authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

(9) Stop Payments

The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

(10) Telephone Transfers

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

(11) Amendments and Termination

We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).



(12) Notices

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

(13) Statements

Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors or Problems. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks *(For consumer accounts only)*. For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to Notify if Statement Not Received. You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

(14) Direct Deposits

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.



(15) Temporary Account Agreement

If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

(16) Setoff

We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

(17) Check Processing

We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

(18) Check Cashing

We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

(19) Truncation, Substitute Checks, and Other Check Images

If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to



(19) Truncation, Substitute Checks, and Other Check Images, Continued

retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

(20) Remotely Created Checks

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

(21) Unlawful Internet Gambling Notice

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

(22) ACH and Wire Transfers

This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

(23) Facsimile Signatures

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by



(23) Facsimile Signatures, Continued

whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

(24) Authorized Signer (Individual Accounts only)

A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

(25) Restrictive Legends or Indorsements

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

(26) Account Transfer

This account may not be transferred or assigned without our prior written consent.

(27) Indorsements

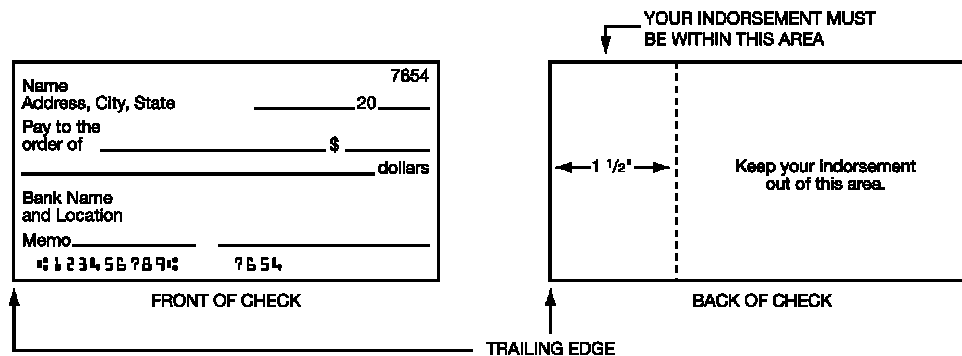
We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.



(27) Indorsements, Continued

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

(28) Death or Incompetence

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

(29) Fiduciary Accounts

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

(30) Credit Verification

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.



(31) Legal Actions Affecting Your Account

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

(32) Account Security

Duty to Protect Account Information and Methods of Access. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Positive Pay and Other Fraud Prevention Services. Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

(33) Telephonic Instructions

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.



(34) Monitoring and Recording Telephone Calls and Consent to Receive Communications

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- ◆ Your consent is limited to your account, and as authorized by applicable law and regulations.
- ◆ Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

(35) Claim of Loss

The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

(36) Early Withdrawal Penalties (and involuntary withdrawals)

We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.



(37) Address or Name Changes

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

(38) Resolving Account Disputes

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

(39) Waiver of Notices

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

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Terms and Conditions Overdraft Addendum

Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees

Language that is preceded by a box below, is included only if the box is checked or marked with an "X".

Generally

This Addendum is part of the Terms and Conditions of Your Account. The information in this Addendum is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

☐ If you use our _____ and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

☐

☒ **Determining Your Available Balance.** We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

☒ For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A Temporary Debit Authorization Hold Affects Your Account Balance."



☐ **Determining Your Account Balance.**

☒ **Overdrafts.** You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

☒ For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service.

☐ For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions.

☐ **Overdrafts.**

☒ **Nonsufficient Funds (NSF) Fees.** If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

☐ **Nonsufficient Funds (NSF) Fees.** If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.



☐ **Nonsufficient Funds (NSF) Fees.**

☒ **Payment Types.** Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

☒ For information about how and when we process these different payment types, see the "Payment Order of Items" section below.

☐ **Payment Types.**

☒ **Balance Information.** Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

☐ **Balance Information.** Keeping track of your balance is important. You can review your balance in a number of ways including

☒ **Funds Availability.** Knowing when funds you deposit into your checking account will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.



☐ **Funds Availability.**

☒ **A Temporary Debit Authorization Hold Affects Your Account Balance.** On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

☐



☒ Payment Order of Items. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees. Our policy is:
to pay all items in the order that they were received.





Terms and Conditions Addendum

As used in this document the words 'we', 'our', 'Bank', and 'us' mean the Financial Institution (BankProv) and the words 'you' and 'your' mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms 'you' and 'your' should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provision. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. BankProv, a MA chartered, Member FDIC/DIF financial institution operates a service accessible through a website and mobile application that enables end users to access certain financial products and banking services.

Business Resolution Authorities – By accepting this agreement, you acknowledge that any individual(s) listed with signer authorities in this application will be assigned all powers listed on the Bank's business resolution. These powers include: the ability to open any deposit or share account in the name of the organization; the ability to endorse checks/orders for payment and withdraw or transfer funds on deposit with the Bank; the ability to borrow money on behalf and in the name of the organization including the ability to sign, execute, and deliver promissory notes or other evidences of indebtedness; the ability to endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the organization as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest, and notice of non-payment; and the ability to enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box with the Bank. If you do not wish for all signers to have these authorities, you must reach out to the Bank at 1-877-487-2977 or callcenter@bankprov.com to complete your application manually. You can also visit any of our branch office locations listed on our website www.bankprov.com.

Organization Legal Documentation Review – By accepting this agreement, and completing your application, you attest to the fact that you have the proper authority to open a deposit or share account in the name of the Organization as stated by the Organization Legal Documentation. Additionally, you agree to provide the Bank with Organization Legal Documentation upon request and within a timeframe deemed commercially reasonable. The Bank reserves the right to request such documentation at any point in the application process, or during the relationship of the organization with the Bank. Failure to provide such documentation may result in actions up to and including termination of relationship. The Bank reserves the right to take action on the accounts based on review of the Organization Legal Documentation.

Account Funding – By entering your information into this application, and accepting this agreement, you authorize the Bank to initiate a debit from your account linked through Plaid for the purpose of funding your deposit accounts with the Bank as instructed. You understand that this authorization will remain in full force and effect until your account has been positively funded.

Account Validation – By entering your information into this application, and accepting this agreement, you authorize the Bank to utilize third party service providers to perform validation services and fraud verification using the account that you have linked in this application.

Beneficial Ownership Information – By accepting this agreement, and completing the application, you certify that the beneficial ownership information provided is complete and accurate to the best of your knowledge. Any changes to the beneficial ownership structure of your organization must be reported to the Bank.

Use of Service – You agree not to access and/or use the Services for any purpose that is not expressly permitted by these Terms or is otherwise unlawful. If you provide any information to us, you agree to provide only true, accurate, current and complete information, and you will keep such information true, accurate, current and complete. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use by minors. You may not share your Account or password with anyone, and you agree to (1) notify BankProv immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or BankProv has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, BankProv has the right to suspend or terminate your Account and refuse any and all current or future use of Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself.

Liability / Indemnification - You hereby agree to indemnify and hold harmless the Bank and each of our affiliates, officers, members, managers, directors, employees, equity holders, information providers, suppliers, licensors and licensees, and their respective successors and assigns ("Covered Persons") from and against any and all losses, damages, liabilities, deficiencies, judgments, interest, awards, fines, costs or expenses of whatever kind, including, without limitation, amounts paid in settlement and reasonable attorneys' fees incurred by any Covered Person in connection with any claim, action, arbitration, litigation, subpoena or investigation of any nature (whether at law or in equity) arising out of or caused by (a) your access and/or use of the BankProv Application or Services, (b) any claim that Your Content misappropriates, infringes or otherwise violates any third party's rights, including privacy or intellectual property right of any third party, and/or (c) any breach, or alleged breach, of any of these Terms by you. In no event shall any covered person be liable for any (A) personal injury or property damage arising from any user's use of or participation in the services, or (B) incidental, indirect, special or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, costs of procurement of substitute products or services or any other damages or losses, arising out of, or in any way connected with, these terms of service and/or the service, whether for breach of contract, in tort or otherwise, even if such covered person is advised of the possibility of such damages and whether or not such damages are a reasonably foreseeable consequence of a breach of this agreement or a tort that falls within the scope of this agreement. IN NO EVENT SHALL ANY COVERED PERSON'S TOTAL LIABILITY TO YOU FOR ANY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF SERVICE OR THE SERVICE, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EXCEED ONE HUNDRED U.S. DOLLARS (\$100). THE FOREGOING LIMITATIONS APPLY NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. . You expressly acknowledge and agree that your use of the Service is at your sole risk. The Service is provided on an "AS IS", "WITH ALL FAULTS", and "AS AVAILABLE" basis. BankProv uses commercially reasonable industry standard measures designed to prevent any unauthorized access to and use of your data. However, no form of online security is 100% secure. As such, BankProv makes no representation that the Service will be secure. In addition, BankProv makes no representations or warranties relating to the Service including, without limitation, representations or warranties that (a) the Service shall meet your requirements, (b) the operation of the Service will be uninterrupted or error free, or (c) any defects in the Service will be corrected. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND BANKPROV HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BANKPROV KNOWS, HAS REASON TO KNOW, HAS BEEN

ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, BANKPROV MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE, OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

Assignment - The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without BankProv's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

Force Majeure - BankProv shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Notice - Where BankProv requires that you provide an e-mail address, you are responsible for providing BankProv with your most current e-mail address. You may give notice to BankProv at the following address: callcenter@bankprov.com. Such notice shall be deemed given when received by BankProv by letter delivered by nationally recognized overnight delivery service or by phone at 1-877-487-2977.

Waiver - Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Severability - If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

Restrictions - The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Services ("BankProv Properties") or any portion of BankProv Properties, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other BankProv Properties (including images, text, page layout or form) of BankProv; (c) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of BankProv Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; and (e) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in BankProv Properties. Any future release, update or other addition to BankProv Properties shall be subject to the Terms. BankProv, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of BankProv Properties terminates the licenses granted by BankProv pursuant to the Terms.

Interest Rates Disclosed - Interest rates and annual percentage yields (APY) on our interest-bearing accounts are established at our discretion based on market conditions and may change without notice.

* Inactivity Fee – Assessed per month after three (3) consecutive months with balance less than \$10.00 and no transaction activity

**Overdraft/Returned Item applies to transactions created by check, in-person withdrawal, ATM withdrawal, or other electronic means. Fee assessed up to five (5) items per day. The amounts of any overdraft, including fees, are due and payable immediately or on demand. We will retain full discretion to decline to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent to an agreement to the contrary, such payment does not create a duty to pay future overdrafts.

□ In the event that there are not enough funds in the sweep account to cover the overdraft, we will sweep all available funds to the overdrafted account. In the event that this happens, your account will be charged both the Overdraft Sweep Fee and the Overdraft / Returned Item Fee.

^aNon-BankProv ATM Transaction Fees will be calculated for the entire month, and will be charged as one fee at the end of the month. The Non-BankProv ATM Transaction fee will be incurred even with the use of a SUM network ATM.

^Δ Additional RDC Account Monthly Fee – This fee is charged for up to four (4) additional accounts. Additional accounts added over the fourth account will not be charged this fee.

^b Fee waived for Warehouse Operating Accounts.

[▲] These fees can be offset by earnings credit.

NOT A DEPOSIT - NOT FDIC-INSURED – NOT INSURED BY FEDERAL GOVERNMENT AGENCY

NOT GUARANTEED BY THE BANK OR AN AFFILIATE OF THE BANK

Safe Deposit Box Annual Rental Fees

2" x 5"	\$40.00	Safe Deposit Drilling Fee	\$150.00
3" x 5"	\$45.00	Safe Deposit Lost Key Fee	\$25.00
5" x 5"	\$70.00	Safe Deposit Box Rental Late Fee (after 30 days)	\$10.00
3" x 10"	\$75.00		
5" x 10"	\$110.00		
10" x 10"	\$200.00		

Business Money Market⁺⁺: Minimum daily balance requirement to avoid the imposition of fees; Maintenance Fee of \$10.00 will be imposed every month the balance falls below \$1,500 at any point during the month.

Private Client Business Money Market & Prestige Business Money Market⁺⁺: Minimum daily balance requirement to avoid the imposition of fees; Maintenance Fee of \$25.00 will be imposed every month the balance falls below \$250,000 at any point during the month.

Business Savings⁺⁺: Minimum daily balance requirement to avoid imposition of fees; Maintenance Fee of \$5.00 will be imposed every month the balance falls below \$500 at any point in the month.

Business Interest Checking⁺⁺: Monthly Maintenance Fee \$25.00; This fee applies if your minimum daily balance is less than \$100,000. | Deposit Ticket Fee \$0.10 per item

Community Advantage Business Checking^Δ: Monthly Maintenance Fee \$10.00 | Deposit Ticket Fee \$0.15 per item

[▲] These fees can be offset by earnings credit.

⁺⁺ Variable rates are subject to change daily up to and including account opening. Variable rate interest products require a \$10.00 minimum balance to earn interest. Interest is compounded monthly and credited monthly.

Classic Business Checking: No minimum daily balance requirement, and no Monthly Maintenance Fee.

- Up to 50 items deposited included with account, per item deposited fees will be charged after first 50 items. This account is charged per item, based on this fee schedule.
- This account is not eligible for any of the following services: Direct Transmission Services FBO Accounts, or Data Exchange Services.

Small Business Checking: No minimum daily balance requirement.

- Monthly Maintenance Fee of \$50.00 includes fees for Items Deposited, up to 50 single item ACH Debits or Credits Originated per month, Monthly RDC Fees for 150 checks, and RDC Scanner Rental.
- Monthly Maintenance Fee may be reduced or waived as follows: Fee will be reduced by 50% if your average daily account balance is \$100,000; Fee will be waived if your average daily account balance is \$250,000.
- This account is not eligible for any of the following services: Direct Transmission Services FBO Accounts, or Data Exchange Services.

Commercial Checking: No minimum daily balance requirement.

- Monthly Maintenance Fee of \$150.00 includes fees for Items Deposited, Domestic / Foreign Incoming Wire Fees, up to 500 single item ACH Debits or Credits Originated, Monthly RDC Fees for up to 250 checks, RDC Scanner Rental, Positive Pay Fee, and Unlimited Direct Transmission Files.
- Monthly Maintenance Fee may be reduced or waived as follows: Fee will be reduced by 50% if your average daily account balance is \$500,000; Fee will be waived if your average daily account balance is \$1,000,000.
- This account is not eligible for any of the following services: FBO Accounts.

ProvX Checking: No minimum daily balance requirement.

- Monthly Maintenance Fee of \$500.00 includes fees for Items Deposited, Domestic / Foreign Incoming Wire Fees, up to 5000 single item ACH Debits or Credits Originated, Corporate Data Exchange Fees, Positive Pay Fee, Monthly RDC Plan Fees, RDC Scanner Rental, Sweep Service Fee, and unlimited Direct Transmission Files.
- Monthly Maintenance Fee may be reduced or waived as follows: Fee will be reduced by 50% if your average daily account balance is \$1,000,000; Fee will be waived if your average daily account balance is \$2,500,000.
- This account is not eligible for any of the following services: FBO Accounts.

ProvX+ Checking: No minimum daily balance requirement.

- Monthly Maintenance Fee of \$1,000 includes fees for Items Deposited, Domestic / Foreign Incoming Wire Fees, up to 10,000 single item ACH Debits or Credits Originated, Corporate Data Exchange Fees, Positive Pay Fee, Monthly RDC Plan Fees, RDC Scanner Rental, Sweep Service Fee, and Unlimited Direct Transmission Files.
- Receives 10 Domestic Outgoing Wires at no charge, subsequent Domestic Outgoing Wires \$10.00 per item | Outgoing Foreign Wires \$15.00 per item.
- Monthly Maintenance Fee may be reduced or waived as follows: Fee will be reduced by 50% if your average daily account balance is \$2,500,000; Fee will be waived if your average daily account balance is \$5,000,000.

ProvX Partner Checking: No minimum daily balance requirement.

- Monthly Maintenance Fee of \$5,000 includes fees for Items Deposited, FBO Account Fee, Domestic / Foreign Incoming Wire Fees, up to 25,000 single item ACH Debits or Credits Originated, Corporate Data Exchange Fees, Positive Pay Fee, Monthly RDC Plan Fees, RDC Scanner Rental, Sweep Service Fee, Unlimited Direct Transmissions.
- Receives up to 100 combined Domestic or Foreign Outgoing Wires at no charge, subsequent Outgoing Wires \$10.00 per item.
- Monthly Maintenance Fee may be reduced or waived as follows: Fee will be reduced by 50% if your average daily account balance is \$10,000,000; Fee will be waived if your average daily account balance is \$20,000,000.

Warehouse Operating Account: No minimum daily balance requirement.

- Includes up to 500 single item ACH Debits or Credits Originated per month, and waived Incoming Wire Fees.
- Must have a BankProv Warehouse Agreement in place to open.

Warehouse Pledge Account: Minimum daily balance requirement based on BankProv Warehouse Agreement in place.

Premature Certificate of Deposit Withdrawal Penalty (a penalty may be imposed for withdrawals before maturity)

If your account has an original maturity date of:

3 to 12 months
13 to 36 months
37 to 48 months
49 months or more

The fee assessed will equal:

91 days of interest on the amount subject to penalty
180 days of interest on the amount subject to penalty
365 days of interest on the amount subject to penalty
540 days of interest on the amount subject to penalty

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

BankProv

5 Market Street, Amesbury, Massachusetts 01913

FUNDS AVAILABILITY DISCLOSURE

BUSINESS ACCOUNTS

As of July 1, 2020

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from deposits of cash, electronic direct deposits and wire transfers to your account available on the day we receive the deposit. All check deposits, including, but not limited to; official bank, cashier's, certified, tellers, traveler's and federal, state and local government checks will be available on the next business day following the day of your deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business, or on a day we are not open, we will consider the day of your deposit to be the next business day that we are open (for example, if you mail the deposit or utilize our night deposit drop). Even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for deposited checks that are returned to us unpaid and for any other problems involving your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Our policy is to make funds from your cash deposits made at our automated teller machines (ATMs) available to you immediately. Check deposits made at our automated teller machines (ATMs) will be available to you on the first business day after the day we receive your deposit, if the deposit is made before 6:00 P.M. on a business day. Any deposit made on or after 6:00 P.M. of a business day will be made available to you by the second business day after the day of deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$25,000 on any one day.
- You/we redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

They will generally be available on the fifth business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Our policy is to make funds from deposits of cash, electronic direct deposits and wire transfers to your account available on the day we receive the deposit. The first \$5,525 of a day's total deposits of official bank, cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

FOREIGN ITEMS

Deposited items that are drawn on financial institutions outside of the U.S., and not payable at or through a U.S. branch correspondent financial institution will not be available to you until we receive payment. Even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for deposited checks that are returned to us unpaid and for any other problems involving your deposit.

HOLDS ON OTHER FUNDS

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.



CCPA Privacy Notice

Revised June 1, 2022

privacy statement – california.

This PRIVACY NOTICE FOR CALIFORNIA RESIDENTS supplement the information contained in the Privacy Notice of BankProv and applies solely to visitors, users, and others who reside in the State of California. We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this notice.

Information We Collect

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ('personal information'). In particular, we have collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected
a. Identifiers	A real name, alias, postal address, unique personal identifier, Internet protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
b. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code s. 1798.80(e))	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
c. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
d. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
e. Biometric information	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scan, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
f. Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.	YES
g. Geolocation data	Physical location or movements.	YES
h. Sensory data	Audio, electronic, visual, thermal, olfactory, or similar information.	NO
i. Professional or employment – related information	Current or past job history or performance evaluations.	YES
j. Non-public education information (per the Family Educational Rights and Privacy Act)	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO

k. Inferences drawn from other personal information	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	NO
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Personal information does not include:

- Publicly available information from government records;
- De-identified or aggregated consumer information;
- Information excluded from CCPA's scope like:
 - o Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - o Personal information covered by certain sector specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain categories of personal information listed above from the following categories of sources:

- Directly from our clients or their agents. For example, from documents that our clients provide us related to the services for which they engage us.
- Indirectly from our clients or their agents. For example, through information we collect from our clients in the course of providing services to them.
- Directly and indirectly from activity on our website (bankprov.com) or through our online banking (secure.myvirtualbranch.com/BankProvOnline). For example, from transactions submitted through our online banking portal or website usage details collected automatically.
- From third parties that interact with us in connection with the services that we perform. For example, from consumer reporting agencies when we request a credit report in connection with a transaction that a client has requested.

Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reasons for which information is provided. For example, if you provide us with personal information in order for us to open a deposit account with us, we will use that information to open the account and submit information on the interest earned to the applicable taxing authorities;
- To provide you with information, products, or services that you request from us;
- To provide you with email alerts, service outages, and other notices concerning our products and services that may be of interest to you or that you have signed up for;
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections;
- To improve our website and present its contents to you;
- For testing, research, analysis, and product development;
- As necessary or appropriate to protect the rights, property or safety of us, our clients or others;
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

In the preceding twelve (12) months, we have disclosed the following categories of personal information for a business purpose:

Category a -	Identifiers
Category b -	Personal information categories listed in the California Customer Records statute (Cal. Civ. Code s. 1798.80(e))
Category c -	Protected classification characteristics under California or federal law
Category d -	Commercial information
Category f -	Internet or other similar network activity
Category g -	Geolocation data
Category i -	Professional or employment – related information

We disclose your personal information for a business purpose to the following categories of third parties:

- Nonaffiliated financial companies
- Service Providers
- Third Parties to whom you or your agents authorize us to disclose your personal information in connection with products and services we provide to you.

In the preceding twelve (12) months, we have not sold any personal information.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you;
- The categories of sources for the personal information we collected about you;
- Our business or commercial purpose for collecting or selling that personal information;
- The categories of third parties with whom we share that personal information;
- The specific pieces of personal information we collected about you (also called data portability request);
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - o Sales, identifying the personal information categories that we category of recipient purchased; and
 - o Disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code s. 1546 seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonable aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

Phone: 877-487-2977

Website: bankprov.com

Email: privacy@bankprov.com

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request of behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12 month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonable verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to you request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in verifiable consumer requests to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our

written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will cover the 12 month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CPPA, we will not:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services;
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by email or through a notice on our website homepage.

Contact Information

If you have questions or comments about this notice, our Privacy Statement, the ways in which we collect and use your personal information, your choices and rights regarding such use, or with to exercise your rights under California law, please do not hesitate to contact us at:

Phone: 877-487-2977

Website: bankprov.com

Email: privacy@bankprov.com

Postal Address: BankProv, Attn: Information Security Officer, 5 Market Street Amesbury, MA 01913



Overdraft Privilege Service Disclosure

BankProv ("we, us or our") offers the Overdraft Privilege Service (ODP). We will consider, without obligation on our part, paying items for which your account has insufficient or unavailable funds, rather than automatically returning those items unpaid. This document explains how ODP operates.

How Your Account Can Become Overdrawn

An overdraft occurs when you do not have enough money in your account to cover a transaction. Although there are many reasons why your account might become overdrawn, most overdrafts result from the following:

- a) You write a check, swipe your debit card or initiate an electronic funds transfer in an amount that exceeds the amount of funds available in your account;
- b) You deposit a check or other item into your account and the item is returned unpaid, which causes a negative balance in your account once your balance is reduced by the amount of the returned check;
- c) You have inadequate funds in your account when we assess a fee or service charge; or
- d) You initiate a transaction before funds deposited into your account are "available" or "finally paid" according to our Funds Availability Policy. For example, if you deposit a check into your account, the proceeds of that check may not be available to you for up to five days after you deposit the check. If you do not have sufficient funds in your account—independent of the check—to cover the transaction, you will incur an overdraft.
- e) You initiate a debit card purchase which will place a temporary hold on your account balance. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be an overdraft / returned item transaction. You will be charged an Overdraft/Return Item fee according to our policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

How ODP Operates

The ODP Service applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday debit card transactions.

For consumer accounts only, we will not include ATM and everyday debit card transactions within our ODP Service without first receiving your affirmative consent to do so. Without your affirmative consent, ATM and everyday debit card transactions generally will not be approved. You may revoke your affirmative consent without removing other items from the service. Simply inform us of your preference.

Participation in ODP is not mandatory. **You may opt-out of ODP at any time** by notifying one of our Customer Service Representatives at 1-877-487-2977.

As noted above, we retain full discretion to decline to pay any item under the ODP Service. This means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If we do not authorize and pay an overdraft, your transaction will be declined and we may assess overdraft fees on your account in accordance with your account agreement and the fee schedule in effect at the time of the overdraft. Transactions may not be processed in the order they occur or appear on your statement. This is particularly true of debit card transactions that create a negative available balance on an account, but may not clear the account until days later. The order in which transactions are received and processed can affect the total amount of overdraft fees incurred.

Fees

For each overdraft we pay, we will charge the standard per item overdraft fee of \$35 set forth in our fee schedule (18/65 Accounts are assessed an overdraft fee of \$5). The maximum number of overdraft fees that we can assess is limited to five (5) per day. We will notify you by mail if we pay or return any insufficient or unavailable funds items on your account; however, we have no obligation to notify you before we pay or return any item. The amounts of any overdrafts, including our fees, are due and payable immediately or on demand.

Accounts Eligible for Overdraft Privilege

ODP is a discretionary service and is generally limited up to an \$800 overdraft (negative) balance for eligible personal checking accounts; or up to a \$1,500 overdraft (negative) balance for eligible business checking accounts. Please note that per item overdraft fees count toward your ODP Limit. We may in our sole discretion limit the number of accounts eligible for ODP to one account per household or per taxpayer identification number.

Please allow 30 business days from account opening to activate the service.

An account that is not eligible for ODP may include, but is not limited to, the following characteristics:

- a) The account owner is not current on all loan obligations with us; and
- b) The account is subject to any legal or administrative order or levy, such as bankruptcy or tax lien.

We offer other overdraft protection services in addition to ODP. These include an Overdraft Line of Credit and Overdraft Sweep which is linked to another account of yours with us, such as a savings account. If you apply and are approved or establish these optional services, you may save money on the total fees you pay us for overdraft protection services.

Overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact one of our Customer Service Representatives at 1-877-487-2977.