



BankProv Agreement and Disclosure for Consumer Accounts

August 22, 2022

**PLEASE READ THE FOLLOWING AGREEMENT AND DISCLOSURE, INCLUDING
THE ELECTRONIC FUNDS TRANSFERS – Rights and Responsibilities.**

Your Rights and Responsibilities

BankProv (the "Bank") is pleased to offer its customers ("you") BankProv Online Banking. This agreement and disclosure statement contains the rules and regulations covering "Electronic Fund Transfers" or "EFTs" made to consumer accounts using BankProv Online Banking. When you authorize the bank to accept EFTs made to your account using Online Banking, you agree to comply with the terms and conditions of this agreement and disclosure statement. Please read this agreement and disclosure statement carefully because it tells you about your rights and responsibilities for EFT transactions processed using Online Banking. You should keep this agreement and disclosure statement for future reference.

Online Banking and Bill payment is inclusive of the terms and conditions of the Electronic Funds Transfer Disclosure including but not limited to transaction limits, transaction processing, and system availability. Specifics of Online Banking and Bill Payment are documented in the Online Banking Help videos which are accessible via Online Banking.

Electronic Banking Transactions

After you have registered for BankProv Online Banking, you may access your statement account(s) using your User ID and your password when you visit our Web site and click on Online Banking to:

- pay bills from any type of checking account(s)
- transfer funds between your statement accounts at BankProv
- inquire on your statement account balance and account activity
- send or receive e-mail to or from BankProv customer service
- view and print copies of checks clearing your BankProv checking account

Limitations

The following limitations apply to your accounts:

- BankProv Online Banking will tell you how many business days to allow when you schedule a bill payment. Depending on the payee, bill payments may take as long as 5 business days to get to the payee. You will be responsible for late fees if you do not allow adequate time for processing a payment.
- Bill payments may be made in any amount not less than \$1 and no more than \$25,000.00 for any business day.
- Multiple payments are not permitted to the same payee on the same day.
- Bill payments and transfers are subject to the available balance in your account. If your account does not have sufficient funds to pay the amount of a payment the day it is scheduled, your payment may be cancelled and a fee charged. If you do not repay the overdraft in your account, the same terms and

conditions apply in your deposit account contract and the bank will attempt to collect this overdraft in the same manner as all overdrafts in deposit accounts.

At your option, you may want to limit electronic access to one or more of your accounts.

Minimum Account Balance We do not require you to maintain a minimum balance in any account in order to use Online Banking to accomplish an electronic funds transfer.

Illegal Use You agree not to use Online Banking for illegal purposes. For example, display of a payment card logo by an online merchant does not necessarily mean that transactions are lawful.

Canceling Payments You can use Online Banking to cancel a payment as long as the 'Cancel' button is available to you within the bill payment system.

Contacting BankProv To report an unauthorized EFT, make an inquiry, notify us of a complaint, or to seek resolution of a problem, you can call us at 1-877-487-2977 and ask to speak with a Customer Service Representative, email us at info@bankprov.com, or you can write us at PO Box 37, Amesbury, MA 01913.

Business Days and Business Hours Our business hours are 8:00 a.m. to 5:00 p.m. Our business days are Monday through Friday, excluding federal holidays.

Inactivity If you do not use Online Banking for an extended period, we reserve the right to terminate your access to this service and request that you re-register online to reactivate your account.

Fees and Charges

1. BankProv Online Banking Account Access - No Charge
2. BankProv Bill Payment - No Charge
3. BankProv with Quicken Download - No Charge

Mobile Deposit Endorsements and Procedures You agree to restrictively endorse any items transmitted through the mobile deposit service as 'For Mobile Deposit Only', or as otherwise instructed by us. If you do not endorse your deposits as requested, your item may be rejected. You agree to follow any and all other procedures and instructions for the use of the mobile deposit service as the Bank may establish from time to time. Any loss that the Bank incurs from a delay or processing error resulting from an irregular, missing or incomplete endorsement or other markings by you will be your responsibility. The Bank has no responsibility to liability for any fees incurred due to the rejection of transmitted items for missing or incomplete endorsements.

The bank will notify you of a change in this agreement and disclosure statement which would affect your account or your rights and obligations. Notice will be provided 30 days in advance of the effective date of the change.

BankProv Electronic Funds Transfers – Consumer Accounts

The Electronic Fund Transfers we are capable of handling for consumers are indicated below. Some may not apply to your account, and some functions may not be available at all terminals. Please read this disclosure carefully, because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

Types of Transfers, Frequency, and Dollar Limitations

Prearranged Transfers

Pre-authorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account (s).

Pre-authorized payments. You may make arrangements to pay certain recurring bills from your checking and/or savings account (s).

Telephone Transfers

You may access your account(s) by telephone at 1-800-815-7056 using a touch-tone phone. You will need your account number(s), and your Personal Identification Number (PIN) to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Get checking account information
- Get savings account information
- Get loan account information

ATM Transfers

You may access your account by ATM using your ATM/Debit card and PIN to:

- Make deposits to checking accounts*
- Make deposits to statement savings accounts*
- Get cash withdrawals from checking accounts (you may withdraw no more than \$500.00 per day)
- Get cash withdrawals from statement savings accounts (you may withdraw no more than \$500.00 per day)
- Transfer funds from statement savings to checking
- Transfer funds between checking and statement savings
- Get checking account information
- Get statement savings account information

*At a BankProv full function ATM

Point-Of-Sale Transactions Using your ATM/Debit card you may:

- Access your checking account to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from a merchant (if the merchant permits), or from a participating financial institution, and do anything you can do with a credit card.
- You may not exceed more than \$2,500.00 in transactions per day.
- You may restrict this amount or apply for a larger one.

Computer Transfers You may access your account(s) by computer at our website and/or via mobile banking using your User ID and password to:

- Transfer funds from checking to statement savings/ money market
- Transfer funds from statement savings to checking/ money market
- Make payments from checking to loan accounts with us
- Make payments from bill pay* to vendors you set up
- Get checking account (s) information
- Get savings account (s) information

*Bill pay is available from your checking account(s) only.

Electronic Check/ Draft Conversion You may access your checking account(s) by electronic check or draft conversion. Your authorization to make these types of electronic funds transfers may be expressed in writing, or implied through the posting of a sign.

You may make payments by electronic check or draft from Online Banking with bill-pay.

(\$25,000.00 per day or preauthorized limit.)

General Limitations - In addition to those limitations on transfers described elsewhere, the following limitations apply:

Termination of Agreement Either of us may terminate this agreement at any time by giving written notice to the other. The termination of this agreement does not terminate your account(s) with the Bank. Closing your account(s) to which your EFTs are transacted terminates this agreement simultaneously.

ATM / Debit Card Inactivity If your ATM/Debit Card has not been used in the past 180 days, the card will be closed as a security precaution. Once your ATM/Debit Card is closed, it cannot be reactivated and a new card will need to be issued to you.

Optional Cash Limitation You have the option to limit the amount of cash that can be withdrawn by your ATM or Debit card to as little as \$50.00 per day or some other amount acceptable to us. You must request this limitation from us.

ATM Fees Refer to Fee Schedule for Non-Provident ATM transaction fees associated with your ATM/Debit card.

Except as indicated above, we do not charge for Electronic Funds Transfers.

ATM Operator/Network Fees When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). Refer to Fee Schedule.

Documentation

Terminal Transfers You have the option of receiving a receipt at the time you make any transfer to or from your account using one of our terminals.

Preauthorized Credits If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

Statements You will get a monthly account statement or e-statement from us, unless there are no transfers in a particular month. In any case you will get a statement or e-statement at least quarterly.

Preauthorized Payments

Right to stop payment and procedure for doing so If you have authorized us to accept regular payments out of your account, you can stop any of these payments. Here's how:

- Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Refer to Fee Schedule for Stop Payment Fee.

Notice of varying amounts If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable if:

1. Through no fault of ours, you do not have enough money in your account to make the transfer.
2. You have an overdraft line and the transfer would go over the credit limit.
3. The automated teller machine where you are making the transfer does not have enough cash.
4. The terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. The funds are subject to legal process or other encumbrance restricting such transfer.
7. There may be other exceptions stated in our agreement with you.

Confidentiality

To protect your privacy, we will not disclose any information about you or your account to any person, organization, or agency except:

1. For certain routine disclosures necessary for the completion of a transfer
2. For verification of the existence and condition of your account for a credit bureau or merchant
3. To persons authorized by law in the course of their official duties
4. To our employees, auditors, service providers, attorneys or collection agents in the course of their duties
5. Pursuant to a court order or lawful subpoena
6. To a consumer reporting agency
7. By your written authorization (which shall automatically expire 45 days after our receipt of your authorization)

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered such an occurrence.

Unauthorized Transfers

- a) **Consumer liability.** Tell us AT ONCE if you think your card and /or code has been lost, stolen or used without your permission. Telephoning us is the best way of minimizing your possible losses. Call or write to us at the telephone number or address listed at the end of this disclosure. You can lose no more than \$50 if you give us notice of your lost or stolen card and /or code and your card and/or code is used without your permission.

MasterCard Debit**a. Additional Limited Liability for ATM/Debit Cards**

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen MasterCard. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by MasterCard, or to commercial cards. MasterCard is a registered trademark of MasterCard .

- b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed at the end of this disclosure.

c. MasterCard Automatic Billing Updater

In order to reduce the number of declined recurring authorization requests, MasterCard has updated their systems to automatically refresh the information on file about your debit card(s). This includes, but is not limited to, debit card expiration dates and debit card closures.

Protected Consumer Use

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

1. **Prohibition of compulsory use.** No person may:
 - require you to use a preauthorized electronic fund transfer as a condition of the extension or credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or
 - require you either to accept a transfer service or to establish an account which is accessed electronically as conditions of employment or receipt of governmental benefit, or
 - require you to pay electronically for the purchase of goods or services. If your account is to be credited by a preauthorized transfer you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.
2. **Waiver of rights.** No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.
3. **Refunds.** If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.
4. **Suspension of Obligations.** If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.
5. **Prohibited means of identification.** Your Social Security number cannot be used as the primary identification number although it can be used as secondary aid to identify you.
6. **Criminal Liability.** Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

ERROR RESOLUTION NOTICE

In case of errors, questions, or transactions on your account, please contact us at the telephone number or address listed on the front of your statement as soon as possible. This would include questions on electronic funds transfers, debit card transactions, if you think your statement, or receipt contains errors, or you need more information on any of these transactions.

In order to limit your liability, you should notify us no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. If you notify us later than this time frame, we will accept and investigate the problem or error, but you may be liable for the charges. We will need the following information from you:

1. Provide your name and the account number.
2. Provide the dollar amount of the suspected error.
3. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

If you notify us verbally, we may require that you send us your dispute or inquiry in writing within 10 business days.

Once we have received the necessary information from you, we will inform you of the results of our investigation within 10 business days after we hear from you and correct any error promptly. For purposes of these disclosures, our business days are (Monday through Friday). Holidays are (not) included. If we need more time, we may take up to 45 calendar days to investigate your dispute or questions; however, the bank may take up to 90 calendar days to investigate errors on point-of-sale transactions, new accounts, and international transactions. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your dispute or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we find that no error occurred, we will send you a written explanation within 3 business days of the completion of our investigation. You may ask for copies of the documents that we used in our investigation and we must make these available for your inspection.

BankProv
EFT DEPARTMENT
5 MARKET STREET, P.O. BOX 37
AMESBURY, MASSACHUSETTS 01913
EFT Business Days: Monday through Friday
EFT Hours: 8:00 AM to 5:00 PM
Excluding Federal Holidays
Phone: (877) 487-2977

This request and application is being made by all account owners of the account. I/We certify under penalty of perjury that the foregoing is true and correct.

MORE DETAILED INFORMATION AVAILABLE ON REQUEST

PLEASE READ THE FOLLOWING AGREEMENT AND DISCLOSURE.

Your Rights and Responsibilities

BankProv Agreement and Disclosure for Business Accounts

This Agreement between BankProv (the 'Bank') and the above-named customer ("Customer") governs Customer's transactions using BankProv's Internet Banking System

("Transactions"). The types of authorized Transactions are identified in **Schedule A** attached hereto and incorporated herein by this reference.

1. Customer Responsibility

Customer agrees to be solely responsible for Customer's proper use of BankProv's Internet Banking System, including but not limited to implementing internal procedures to safeguard Customer's confidential access capability and complying with user documentation, procedures and other instructions regarding Transactions. Customer will obtain, maintain and operate, at Customer's expense, all facilities, equipment (including computer terminals), software and services necessary to or used by Customer in connection with the Internet Banking System, unless the Bank agrees in writing to provide such equipment or software under this Agreement. All equipment software and services that Customer obtains or provides must be compatible with BankProv's operations. The Bank is entitled to rely on any instructions, notices, and other information received from Customer, electronically, in writing or orally, that the Bank reasonably and in good faith believes to be genuine. BankProv is entitled to assume that Customer's employees who contact the Bank are authorized to deliver instructions or notices under the Agreement and with respect to any Transactions. Customer shall be liable to the Bank for and shall indemnify and hold BankProv harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by Customer or any other person acting in Customer's behalf, including without limitation: (a) a breach by Customer of any provision of this Agreement; (b) BankProv's debiting or crediting of the account of any person as requested by Customer; and (c) the failure to act or the delay by any financial institution other than BankProv.

Customer agrees to allow BankProv the right to audit the compliance of this agreement and rules, through onsite visits as well as review of, the Customer's written policies and procedures, information security training program, and review of any monitoring the Customer does to ensure compliance with those policies and procedures.

2. Customer Representations and Warranties; Indemnity

With respect to each and every Transaction, Customer represents and warrants to the Bank and agrees that (a) each person involved in the Transaction has authorized the Transaction and the crediting or debiting of its account in the amount and on the date shown on such Transaction, (b) such authorization is operative at the time of transmittal or crediting/debiting by the Bank as provided herein, (c) Transactions transmitted to the Bank by Customer are limited to those types of authorized Transactions set forth in **Schedule A**, (d) Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanction laws administered by OFAC, and (e) Customer shall be bound by and comply with all laws, statutes, regulations, rules, orders, etc., as in effect from time to time, including without limitation rules governing provisional payment of a Transaction until receipt of final settlement for such Transaction. Customer specifically acknowledges that it has received notice of the regulations regarding provisional payment and of the fact that, if such settlement is not received, the receiving depository financial institution shall be entitled to a refund from the receiver of the amount credited, and Customer shall not be deemed to have paid the receiver the amount of the Transaction. Customer agrees the Bank may debit Customer's Authorized Accounts to effectuate any refund, reimbursement or other amount due. Customer shall indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements, including unauthorized actions initiated or caused by Customer or Customer's employees or agents, BankProv's actions in reasonable reliance upon instructions, notices, information and data Customer provides to the Bank (including without limitation BankProv's debiting or crediting the amount of any Transaction to the account of any person); or the act, delay, omission or failure to perform of any third party (including other financial institutions, but excluding any vendor with which the Bank has contracted).

3. BankProv Responsibilities and Liability

BankProv shall be responsible only for performing the services expressly authorized in this Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. In the performance of the services required by this Agreement, the Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. BankProv shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Transaction received from Customer) or those of any other person, including without limitation any Federal Reserve financial institution, automated clearing house or transmission or communications facility, funds transfer system, funds transfer processor or provider of related services, any receiver or receiving depository financial institution (including without limitation the return of a Transaction by such receiver or receiving depository financial institution), and no such person shall be deemed the Bank's agent. Customer agrees to indemnify BankProv against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of Customer or any other person described in this Section

BankProv shall be liable only for customer's actual damages and in no event will the Bank be liable to company for any special, incidental, punitive, indirect loss or consequential damages, including without limitation lost profits, loss of any opportunity or good will or the resulting effect of such loss on customer's business, even if the Bank has been informed of or contemplated the possibility of such damages and regardless of the legal or equitable theory of liability which customer may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from BankProv's acts or omissions pursuant to this agreement. BankProv's liability hereunder, if any, for damages resulting from or arising out of any of the services provided under this agreement will be limited to the amount of fees company has paid for such services for the period of twelve (12) months prior to when the claim arose. BankProv's obligations and liabilities set forth in this agreement are exclusive and customer waives and releases any other obligation and liability of the Bank or the Bank's owners, officers, employees, express or implied, arising by law or otherwise, with respect to any all service documents, information, assistance, software products or other matters provided under this agreement, including but not limited to warranties of merchantability, fitness for a specific purpose or other implied contractual warranty; (2) any implied warranty arising from course of performance, course of dealing or usage of trade; and (3) any other warranty with respect to quality, accuracy or freedom from error.

Without limiting the generality of the foregoing, BankProv will not be liable to Customer for any damages, injury or losses caused by or arising by reason of (1) inaccuracy of instructions, notices, or other information that Customer provides to the Bank, (2) unauthorized actions initiated or caused by Customer or Customer's employees or agents, (3) acts omissions, delay or failure to perform of third persons or vendors, or (4) for any other loss or damage under this Agreement or otherwise, except as solely caused by the Bank's gross negligence or willful misconduct. BankProv's liability for error or omissions with respect to Transactions transmitted by the Bank will be limited to correcting the errors or omissions, and correction will be limited to rerunning the job(s) and or regenerating the files. BankProv will not be liable or deemed to be in default for any delays, failures or interruptions in processing Transactions resulting, directly or indirectly, from emergency conditions, war, equipment failure, mechanical, telecommunication or electrical breakdown, legal constraints or other causes beyond the Bank's reasonable control.

BankProv shall be excused from failing to transmit or delay in transmitting a Transaction if such transmittal would result in BankProv's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank's reasonable judgment otherwise

violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation or any other U.S. governmental regulatory authority.

Subject to the foregoing limitations, the Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve. At the Bank's option, payment of such interest may be made by crediting the appropriate Authorized Account.

4. Authorized Accounts

Customer represents and warrants to BankProv that, during the term of this Agreement: (a) the Authorized Accounts will be maintained primarily for business purposes; and (b) the Authorized Accounts shall at all times have a balance of immediately available funds sufficient to meet Customer's payment obligations under this Agreement.

BankProv may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting one or more Authorized Accounts, and shall credit or debit the Authorized Accounts for any amount received by the Bank by reason of the return of a Transaction transmitted by the Bank for which the Bank has previously received payment or credit from Customer. Such credit or debit shall be made as of the day of such receipt by the Bank. In the event there are not sufficient available funds in the Authorized Accounts, less any reserve requirement, to cover Customer's obligations under this Agreement, Customer agrees that the Bank may debit any account maintained by the Customer with BankProv or may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under this Agreement.

BankProv is not obligated to complete processing of Transactions when the total amount of such Transactions exceeds the balance of available funds in the Authorized Accounts, less any reserve requirement. If the Bank processes any Transaction when the balance of available funds in the Authorized Accounts is inadequate, it does not constitute an obligation to process similar Transactions at any other time. Upon notice of insufficient amounts in the Authorized Accounts, Customer shall have five (5) business days to deposit sufficient funds to cure the breach under this Agreement. Failure to do so shall result in the immediate termination of the Bank's duty to process Transactions under this Agreement and shall constitute grounds for immediate termination of this Agreement without notice to Customer, except for provisions that survive termination. In the event of any inconsistency between this Agreement and the agreements relating to the Authorized Accounts (the "Account Agreements"), this Agreement shall govern.

5. Balance Requirements

Customer acknowledges that transfers or disbursement of funds pursuant to this Agreement may create significant credit risk for the Bank. BankProv may, from time to time and in the Bank's absolute discretion, establish file limits, daily limits, risk period limits and other limits as the Bank deems appropriate on the amounts and/or aggregate amounts of Transactions that BankProv will process. The Bank will notify Customer in writing of such limits and will not be obligated to process Transactions that exceed the limits established. The Bank will have no liability to Customer for BankProv's refusal to process Transactions or to transfer or disburse funds when Customer does not have sufficient funds in Customer's Authorized Accounts. The Bank's processing of Transactions in excess of established limits on one or more occasions will not be deemed a waiver of, or otherwise limit, the Bank's right at any subsequent time to refuse to process Transactions in accordance with this paragraph.

6. Availability of Funds

BankProv is not obligated to make the amount of any debit Transaction available for withdrawal by Customer before such amount constitutes immediately available funds in Customer's Authorized Accounts. Whether or not constituting available funds, any credit Transaction may be charged back to and recovered from Customer if the Bank does not receive final settlement, the Transaction is returned, or adjusted, or the Transaction violates any of the terms of this Agreement.

7. Account Reconciliation

Transactions performed by the Bank and credited or debited to an Authorized Account will be reflected on Customer's periodic statement issued by the Bank pursuant to the account agreement between the Bank and Customer. It is the Customer's obligation to examine the statement for any discrepancies, and Customer agrees to notify BankProv promptly of any discrepancy between Customer's records and the information shown on any periodic statement. If Customer fails to notify the Bank of any discrepancy within ten (10) days of receipt of a periodic statement or other sufficient information to detect such discrepancy, Customer agrees that the Bank shall not be liable for any loss of interest or any interest equivalent with respect to any Transaction shown on such periodic statement, and if Customer fails to notify the Bank of any such discrepancy within sixty (60) days of receipt of such periodic statement, Customer shall be precluded from asserting such discrepancy or any claim relating to such discrepancy against the Bank. Customer shall indemnify and hold the Bank harmless from any loss of interest or other loss with respect to such discrepancy which could have been avoided had Customer given such notice.

8. Security Procedures

BankProv and Customer have agreed upon and shall comply with the security procedures described in **Schedule B** attached hereto and incorporated herein by this reference with respect to all Transactions. Customer acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission or content of a Transaction. No security procedure for the detection of any such error has been agreed upon between BankProv and Customer. Customer is strictly responsible to establish and maintain procedures to safeguard against unauthorized Transactions. Customer warrants that no individual will be allowed to initiate transactions except Authorized Representatives with proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any logons, passwords, codes, security devices and related instructions provided by the Bank. If Customer believes or suspects that any such information or instructions have become known or accessed by unauthorized persons, Customer agrees to notify the Bank immediately, followed by written confirmation. The occurrence of unauthorized access will not affect any Transactions made in good faith by the Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized Transactions. BankProv may from time to time take additional actions, beyond those required by regulation and this Agreement, to verify the authenticity of any Transaction request or instruction, or to detect errors in the transmission or content of the request or instruction. Any of these additional actions will not be considered part of this Agreement or of the selected security procedures and will not be required in connection with any other Transaction, request or instruction. Customer agrees that these provisions regarding security procedures, including those set forth in **Schedule B**, as they may be modified by these provisions, shall apply to Customer's Transactions, notwithstanding the fact that any party to the Transaction is a natural person (consumer) or an entity.

9. Compliance with Security Procedures

If a Transaction (or a request for cancellation or amendment of a Transaction) received by the Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Transaction (or request) and Customer shall be obligated to pay the Bank the amount of such Transaction even though the Transaction (or request) was not authorized by Customer, provided the Bank accepted the Transaction in good faith and acted in compliance with the security procedures referred to in **Schedule B** with respect to such Transaction or (request). If a Transaction (or request for cancellation or amendment of a Transaction) received by the Bank was transmitted or authorized by Customer, Customer shall pay the Bank the amount of the Transaction, whether or not BankProv complied with the security procedures referred to in Schedule B with respect to that Transaction and whether or not that Transaction was erroneous in any respect or that error would have been detected if the Bank had complied with such security procedures. Customer acknowledges and agrees that the Bank may rely on whichever security procedure Customer uses to authenticate and/or authorize a Transaction and that BankProv may process any Transaction that the Bank receives and authenticates through the use of the security procedures, whether or not Customer has actually authorized the Transaction (including payment of any amount transferred and any applicable fees, even if Customer did not actually authorize, initiate or transmit the Transaction request or instruction). Customer also will be responsible for and be bound by any Transaction that Customer actually authorized, initiated or transmitted, even if the Bank did not comply with the applicable security procedures. Customer also may be responsible for and be bound by any Transaction based on other principles of agency law.

10. Recording and Use of Communications

Customer and BankProv agree that all telephone conversations, emails or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

11. Inconsistency of Name and Account Number

Customer acknowledges and agrees that, if a Transaction describes a person or account inconsistently by name and account number, payment of the Transaction transmitted by the Bank to the receiving depository bank may be made by the receiving depository bank (or by the Bank in the case of an on-us transaction) on the basis of the account number supplied by the Customer, even if it identifies a person different from the named person or account, and Customer's obligation to pay the amount of the Transaction to BankProv is not excused in such circumstances.

12. Payment for Services

Customer shall pay BankProv the charges for the services provided in connection with this Agreement, as set forth in the Business Fee Schedule or any other agreement for services provided to and accepted by the Customer. All fees and services are subject to change, written notice will be provided from the Bank to Customer.

13. Security Interest

Customer hereby grants the Bank a security interest in any and all funds and deposit accounts of the Customer's in BankProv's possession or under the Bank's control, and personal property of Customer that is described in any present or future security agreements, pledges and other evidence of liens that Customer has

executed in BankProv's favor, or which may have been assigned to the Bank, which secure repayment of any other financial obligations that Customer has to the Bank, whether such obligations are direct or indirect, contingent or not, outstanding or committed subject to draw. This security interest is given to secure payment of all of Customer's obligations to the Bank under this Agreement.

14. Amendments

BankProv shall be entitled to amend any of the terms and conditions contained in this Agreement at any time, including without limitation any part of Schedules A and B attached hereto. Such amendments will become effective immediately upon Customer's receipt of written notice or upon a later date specified in the Bank's such notice to Customer. Customer may not amend this Agreement without the Bank's prior written consent.

15. Notices, Instructions, Etc.

- a) Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

- b) BankProv shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. Customer may add or delete any Authorized Representative by written notice to the Bank signed by an Authorized Representative with Supervisor Rights provided that no such signing Authorized Representative with Supervisor Rights may sign any notice regarding their own authorization to act on behalf of Customer. Such notice shall be effective on the second business day following the day of the Bank's receipt thereof. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be addressed to the party at its address set forth below, delivered or sent by United States registered or certified mail, postage prepaid, or by express carrier.

BankProv

Attn.: Online Operations

5 Market Street

Amesbury, MA 01913

16. Records

All records, in whatever form, used by BankProv for Transactions contemplated by this Agreement shall be and remain the Bank's property. The Bank may, at its sole discretion, make available such information upon Customer's request. Customer shall pay any expenses incurred by BankProv in making such information available to Customer.

17. Cooperation in Loss Recovery Efforts

In the event of any damages for which the Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Agreement, BankProv and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

18. Termination

Either the Bank or Customer may terminate this Agreement at any time by giving written notice to the other party. Termination by Customer shall be effective on the second business day following the day of BankProv's receipt of written notice of such termination or such later date as is specified in that notice. Termination by the Bank shall be effective upon mailing written notice of such termination to Customer. BankProv reserves the right to terminate this Agreement immediately, with or without cause. Any termination of this Agreement shall not affect any of the Bank's rights and Customer's obligations with respect to Transactions initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by the Bank prior to termination, or any other obligations that survive termination of this Agreement.

19. Entire Agreement

This Agreement (including the Schedules attached hereto) together with the Account Agreements, are the complete and exclusive statement of the agreement between BankProv and Customer with respect to the subject matter hereof and supersede any prior agreement(s) between the Bank and Customer with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreements, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which the Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between BankProv and Customer will constitute a modification of this Agreement or the security procedures or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures the Bank and Customer may use.

20. Non-Assignment

Customer may not assign this Agreement or any of the rights or duties hereunder to any person without BankProv's prior written consent, at which time a new agreement will be established.

21. Waiver

BankProv may waive enforcement of any provision of this Agreement. Any such waiver shall not affect the Bank's rights with respect to any other transaction or modify the terms of this Agreement.

22. Binding Agreement; Benefit

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Bank or Customer hereunder.

23. Headings

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

24. Severability

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

25. Compliance

Customer and BankProv are responsible for full compliance with applicable state and federal laws, statutes, rules and regulations as amended from time to time that may be applicable to the Transactions. Some such laws, statutes, rules and regulations are referenced herein and some are not. The fact that a particular law or regulations is not named in this Agreement does not limit Customer and the Bank's responsibility for full compliance with all applicable laws, statutes, rules or regulations. This Agreement does not relieve Customer of any obligation imposed by law or contract regarding maintaining records or other matters nor from employing adequate audit, account and review practices customarily followed by businesses similar to Customer's. To comply with the Unlawful Internet Gambling Enforcement Act effective June 1, 2010, Internet gambling transactions are prohibited and cannot be processed through your Bank account.

26. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. Should any provision of this Agreement be in conflict with any applicable law, it shall be deemed amended to the extent necessary to comply with the law.

27. Agreement to Arbitrate

Any controversy or claim ("Dispute") arising out of or relating to this Agreement or any agreements or instruments relating hereto or delivered in connection herewith (collectively the "Related Agreements"), including but not limited to a claim based on or arising from an alleged tort, shall at the request of any party be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Administrator"). The arbitration proceedings shall be conducted in Boston or such other location mutually agreed by the parties. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

No provision of this arbitration clause, nor the exercise of any rights hereunder, shall limit the right of any party to: (1) judicially or non-judicially foreclose against any real or personal property collateral or other security; (2) exercise self-help remedies, including but not limited to repossession and setoff rights; or (3) obtain any provisional or ancillary remedies from a court having jurisdiction including but not limited to injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver. Such rights can be exercised at any time, before or after initiation of an arbitration proceeding, except to the extent such action is contrary to the arbitration award. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration, and any claim or controversy related to the exercise of such rights shall be a Dispute to be resolved under the provisions of this arbitration clause.

Notwithstanding the applicability of any other law to this agreement, the arbitration clause, or Related Agreements between or among the parties, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall apply to the construction and interpretation of this arbitration clause. If any provision of this arbitration clause should be determined to be unenforceable, all other provisions of this arbitration clause shall remain in full force and effect.

28. Wire Transfer Terms and Conditions

"You" and "your" means the customer (account holder) who is requesting a wire transfer.

In consideration of BankProv (the "Bank") undertaking to wire transfer funds on your behalf and at your direction, you agree to abide by and be bound by the following terms and conditions:

1) The Bank's obligation to you is limited to the transfer of funds to the beneficiary account at the beneficiary bank which you set forth on the wire transfer document. **YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF THE ACCOUNT NUMBERS AND THE ROUTING NUMBERS FOR THE BENEFICIARY BANK.** You understand and acknowledge that the Bank does not verify that the account number is in fact the beneficiary's account, nor that the beneficiary bank's routing number is correct.

2) You understand and acknowledge that the Bank **DOES NOT** provide any written notice or advice of the wire transfer of funds to the beneficiary, or to the beneficiary bank, or to you, except for your periodic account statement. You are solely responsible to make whatever inquiries to the beneficiary and/or the beneficiary bank as may be reasonably necessary or advisable, in order to ascertain whether the transfer took place as you intended.

3) You do not have the right to cancel, amend or stop this wire transfer payment order once it has been given to the Bank for processing. You should therefore be absolutely certain that you intend to transfer the funds in accordance with the instructions you give on this document. However, in the event that you do request the Bank to cancel, amend or stop this wire transfer payment order, after it has been given to the Bank for processing, the Bank will use reasonable efforts to accommodate the request.

4) If you determine after the wire transfer has taken place that the funds were not received as you intended, whether in amount, or intended beneficiary bank or account, or any other discrepancy, then without regard to

the reason why that circumstance has occurred (including fault or misdelivery or non-delivery on the part of the Bank) you shall be obligated to immediately notify the Bank. The Bank will use reasonable efforts to ascertain the cause of the circumstance, and will use reasonable efforts to correct the problem if it is possible to do so.

5) All of the terms of your account agreement set forth in a document titled "Deposit Account Disclosures" (hereinafter "Account Agreement"), which is hereby incorporated by reference, apply to the wire transfer requested on the document.

6) You agree that the Bank will not be held responsible for any act or omission by any person who is not a bank employee acting within the scope of their employment under Bank's control, nor will the Bank be held responsible for any failure, unavailability or malfunction of communications, electronic or other equipment, which may result in misdelivery, non-delivery or delays in delivery of the funds transferred. You agree that the Bank will not be held responsible for the insolvency, neglect, misconduct, mistake, default, delay, misappropriation, negligence or breach of contract by any other bank, entity or person, in connection with the wire transfer, without regard to any agency relationship those persons or entities may have with the Bank.

7) You agree that, even if the Bank is found to be at fault for misdelivery or non-delivery of the funds subject to this wire transfer order, the Bank's liability shall be limited solely to the amount of the transfer, and you agree further that the Bank will not be held liable or responsible to you or anyone else for any consequential, incidental, special, or indirect losses, damages (including dishonor of checks or other items), or expenses (including attorneys fees) which may be suffered, sustained, or incurred by reason of this wire transfer order, or the services provided by the Bank hereunder, without regard to the Bank's prior knowledge of the likelihood of such damages.

8) You agree that under no circumstances will the Bank be held responsible to the beneficiary or the beneficiary bank for any damages, claims, losses, expenses, or injuries whatsoever, and you hereby agree further to indemnify the Bank against liability for any such claims, damages, losses, expense, or injuries whatsoever which may arise or be asserted by the beneficiary of the beneficiary bank as a result of this wire transfer order or performance (or non-performance) hereunder.

9) You agree that the Bank's compliance with the internal procedures it has established for wire transfers shall be deemed reasonable conduct and shall discharge the Bank's obligations hereunder. You agree further that the Bank's failure to follow those internal procedures will not subject the Bank to liability for breach of contract, negligence or any other cause of action.

10) This document, together with the Account Agreement, is the entire Agreement between the parties governing the wire transfer you are requesting. Any amendment hereto must be in writing, signed by the authorized representative of the Bank.

29. Mobile Deposit Endorsements and Procedures

You agree to restrictively endorse any items transmitted through the mobile deposit service as 'For Mobile Deposit Only', or as otherwise instructed by us. If you do not endorse your deposits as requested, your item may be rejected. You agree to follow any and all other procedures and instructions for the use of the mobile

deposit service as the Bank may establish from time to time. Any loss that the Bank incurs from a delay or processing error resulting from an irregular, incomplete or missing endorsement or other markings by you will be your responsibility. The Bank has no responsibility to liability for any fees incurred due to the rejection of transmitted items for missing or incomplete endorsements.

30. Business Line Of Credit Accessibility

The Bank will automatically provide online banking access to the primary administrator for your entity's online banking agreement. This access may include the right to view, and transfer from or to your business line of credit with BankProv. Not all business lines of credit will have the ability to draw on the line of credit online based on the terms of your loan agreement. The purpose of this access is to allow you to advance funds from your line of credit to your checking account (if applicable), and to advance funds from your checking account to your line to reduce the line balance. Any advances or payments that are executed will be reflected on your monthly Business Line of Credit statement. BankProv reserves the right to remove transfer ability from online banking access. You have the right to cancel this access at any time, by submitting written notice to the Bank or by calling us as indicated in this disclosure.

Schedule A: Authorized Business Banking Services

This Schedule will define the types of Transactions which are authorized for Customers using BankProv's Internet Banking System in accordance with the attached Agreement. All Transactions shall be conducted by Customers Authorized Representatives using the Bank's Internet Banking System in accordance with the instructions provided either by the system or institution representatives.

Services Available Include:

- Real Time Reporting
- Quicken Web Connect Download
- QuickBooks Web Connect Download
- Bill Payment
- Funds Transfer
- Stop Payments
- Check Image Viewing
- Debit Card Travel Notices
- Loan Reporting
- Wire Transfers
- ACH Payments & Collections
- Same Day ACH
- ACH Upload
- ACH Tax Payment
- Loan Advances
- Loan Payments

The customer acknowledges the following customizable alerts are available to be received as notification of account activity within our online banking portal:

- ACH Reminder Alert
- ACH Participant Alert
- ACH Return Available
- ACH Whitelist Alert
- Any Account Activity Alert
- Available Balance Below Limit
- Available Balance Daily Snapshot
- Current Balance Above Limit
- Current Balance Below Limit
- Insufficient Funds Charge Alert
- Large Check Cleared Alert
- Large Debit Card Purchase Posted
- Large Electronic Check Posted
- Large Electronic Deposit Posted
- Large Transaction Posted
- Large Withdrawal Posted
- Specific Check Cleared
- Secure Message Alert
- Wire Payee Alert

Schedule B: Security Procedures

BankProv grants access to the Internet Banking System to perform transactions authorized in Schedule A. Customer agrees to establish prudent security standards and policies that include proper safeguards to protect the confidentiality of all User IDs and Passwords that are assigned to Customer for initiating Transactions using this System. Any Transaction initiated or authorized using a valid combination of a Login ID and Password will be considered authentic, valid and binding by Customer and the Bank. The Bank agrees to provide reasonable assistance to establish Login IDs and Passwords, and support to the Customer for properly using the services. If Customer suspects or believes any such information has been compromised, they shall immediately contact the Bank. In order to transmit credit and debit entries via the Bank's website, Customer must designate at least one (1) company system administrator via an Online Banking/Enrollment Agreement. The Customer's administrator shall be responsible for designating 'company users' who Customer authorizes to transmit entries on its behalf. Customer's administrator may also set dollar limits on ACH transfer amounts for company users per account. The Bank shall not be responsible for the limits established by the Customer's administrator. The Bank shall be entitled to rely on the designations made by Company's administrator and shall not be responsible for matching the names of the company users designated by the administrator to the names or titles listed in the Customer's banking resolutions.

Please call 888-806-7768 or email onlinehelp@bankprov.com

The Customer is responsible for maintaining the security of their hardware and software from internal or external theft of passwords and access to the Online Banking system. Proper internal controls and virus protection software should be installed prior to and routinely updated during the use of the Online Banking Services to safeguard such information. The bank shall not be held liable for any fraudulent transactions originated from a computer or device where user credentials have been breached due to a computer virus or other means of unauthorized access. BankProv reserves the right to audit the compliance with this agreement and the above security procedures.

Dual Approval Functionality Available: With Dual Control Roles an Authorized User can create, edit, cancel, and delete certain transactions including, but not limited to, wire transfers and ach transactions. Upon initiation of a transaction, a second *different* Authorized User will be required to approve, release, or delete the transaction. We can require up to two approvals after a transaction has been initiated. This service will require access to a phone if not utilizing RSA soft tokens to receive and out of band unique code upon request. Dual Control authorities may be amended upon request from an authorized signer on the account, to add or remove initiators and approvers, as well as to adjust their limits.

RSA Tokens: RSA Software tokens require an application, not controlled or published by the Bank, on an Authorized User's phone that will generate upon request, a unique password or token that will be required when entering select pages of Online Banking. The Bank also offers RSA Hardware Tokens which require a device, not controlled or produced by the Bank, issued and linked to a specific user. The RSA Hardware token will generate, a unique passcode token that will be required when entering select pages of Online Banking. This would be implemented to require the token when entering the wire or ach sections of Online Banking. Please identify which users you would like set up with RSA Software or Hardware Tokens. This will require a separate agreement and may incur additional fees.

Schedule C: Bill-Payment Services

You may use the Online Banking Business bill-payment service to make payments from your designated bill-payment account. The following terms and conditions apply to your use of the bill-payment services via personal computer. BankProv reserves the right to modify these terms and conditions at any time, effective upon publication. Your use of bill payment services constitutes agreement to these terms and conditions and any modifications thereof.

- Online Banking will tell you how many business days to allow when you schedule a bill payment. Depending on the payee, bill payments may take as long as 5 business days to get to the payee. You will be responsible for late fees if you do not allow adequate time for processing a payment.
- Bill payments may be made in any amount not less than \$1 and no more than \$25,000.00 for any business day. Multiple payments are not permitted to the same payee on the same day.
- Bill payments and transfers are subject to the available balance in your account. If your account does not have sufficient funds to pay the amount of a payment the day it is scheduled, your payment may be cancelled and a fee charged. If you do not repay the overdraft in your account, the same terms and conditions apply in your deposit account contract and the bank will attempt to collect this overdraft in the same manner as all overdrafts in deposit accounts.
- Canceling Payments: You can use Online Banking to cancel a payment as long as the 'Cancel' button is available to you in the bill payment system. .
- Bill-payments can be authorized from BankProv checking accounts only. Bill payments will not be processed from other types of deposit or loan accounts.