

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 (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of New Hampshire 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 agreement 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 agreement 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 agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement 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 agreement 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 agreement 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 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

Important Terms for Accounts Where More Than One Person Can Withdraw. 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.

(5) Withdrawals, Continued

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.

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 separately provided notice of penalty for early withdrawal.

(6) 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 reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. 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.

Pay-on-Death Account. If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

(7) 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 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.

(8) 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 the most effective way for us to execute a stop-payment order is by using an automated process, 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).

(9) 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.

(10) Amendments and Termination

We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

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 becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

(10) Amendments and Termination, Continued

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

(11) Correction of Clerical Errors

Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the Statements section.

(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 any notice in time to have a reasonable opportunity to act on it. If a 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. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

(13) Statements

Your Duty to Report Unauthorized Signatures (Including Forgeries and Counterfeit Checks) and Alterations on Checks and Other Items. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) 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 or alterations 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 and alterations, 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

(13) Statements, Continued

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., online, 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. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

(14) Reimbursement of Federal Benefit Payments

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 available 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 almost exclusively 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 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 retain the original check in conformance with our 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) International ACH Transactions

Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

(24) 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 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.

(25) 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.

(26) 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.

(27) Account Transfer

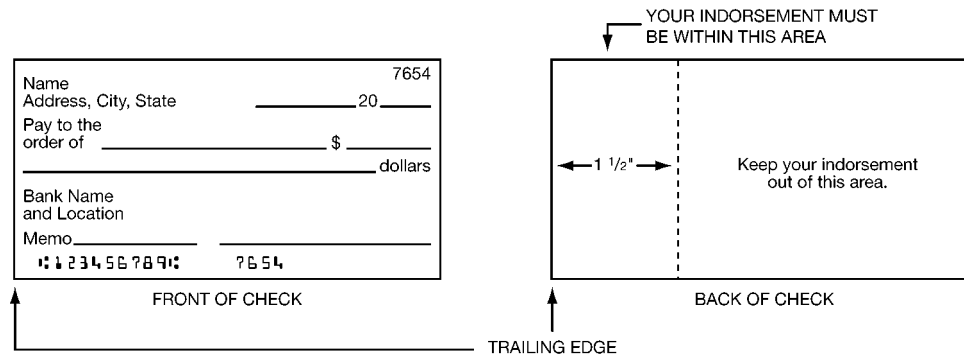
This account may not be transferred or assigned without our prior written consent.

(28) 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.

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.

(29) Death or Incompetence

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or 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

(29) Death or Incompetence, Continued

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.

(30) 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.

(31) 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.

(32) 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 as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is 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 and applicable law. 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, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

(33) Account Security

Your Duty to Protect Account Information and Methods of Access. Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers 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

(33) Account Security, Continued

your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information 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.

(34) Instructions From You

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, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

(35) Monitoring and Recording Telephone Calls and Account 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. In contacting you about your account, we may use 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.

You acknowledge that the number we use to contact you may be 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 acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

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

(36) 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/one-time consumer debit card or ATM transaction). The error resolution procedures for

(36) Claim of Loss, Continued

consumer electronic fund transfers can be found in our initial Regulation E disclosure generally 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.

(37) 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 separately provided notice of penalty for early withdrawal for additional information.

(38) Changes in Name and Contact Information

You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. 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 information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

(39) 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.

(40) 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.

(41) Additional Terms

Appended to this document, you will also find the following additional disclosures that supplement these Terms and Conditions:

- Alternativa Dispute Resolution Disclosure
- Understanding Overdraft Services & Fees Disclosure
- Detecting and Preventing Fraud-Positive Pay and ACH Filter Services



Alternative Dispute Resolution

Agreement to Arbitrate; Jury Trial Waiver and Class Action and Class Arbitration Waiver

This supplement to Bank of New Hampshire's terms & Conditions constitutes the Arbitration Agreement between you and Bank of New Hampshire.

READ THIS DISCLOSURE CAREFULLY AS IT AFFECTS HOW LEGAL DISPUTES BETWEEN YOU AND THE BANK ARE RESOLVED. IF YOU DO NOT OPT OUT AS OUTLINED BELOW, ALL DISPUTES BETWEEN YOU AND THE BANK WILL BE SUBJECT TO BINDING INDIVIDUAL ARBITRATION. Solely for purposes of this Arbitration Agreement, the terms "we", "us", and "the Bank", in addition to referring to Bank of New Hampshire, also refer to Bank of New Hampshire's employees, officers, directors, parents, agents, subsidiaries, affiliates, successors and assigns.

From time to time, you may have concerns having to do with your account or other matters. Most concerns can be resolved by calling our Customer Solution Center at **1.800.832.0912**. In the event that a Dispute (defined below) arises between us, you and we agree to resolve the Dispute exclusively through binding individual arbitration before the American Arbitration Association ("AAA") in accordance with terms set forth below ("Arbitration Agreement"), and not through litigation in any court or any other forum. Some rights (such as the right to obtain information from the other party and the right to appeal a decision) may be more limited in arbitration than they would be in a court proceeding.

You and we agree and acknowledge that in our relationship arising from this deposit account agreement and your account, the parties are participating in transactions that involve interstate commerce, and that the Federal Arbitration Agreement.

JURY TRIAL WAIVER. YOU AND WE AGREE TO WAIVE ANY RIGHT YOU OR WE MAY HAVE TO A JURY TRIAL AND TO THE OPPORTUNITY TO LITIGATE ANY DISPUTE IN COURT.

CLASS ACTION AND CLASS ARBITRATION WAIVER. YOU AGREE TO WAIVE ANY RIGHT YOU MAY HAVE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION AGAINST US OR TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY SOMEONE ELSE. ANY ARBITRATION SHALL BE INDIVIDUAL ARBITRATION, ON BEHALF OF THE NAMED PARTIES ONLY; THERE WILL BE NO CLASS ARBITRATION OR OTHER REPRESENTATIVE ARBITRATION. You also agree not to join in a Dispute with anyone other than persons who are joint account owners or beneficiaries on your account.

YOUR RIGHT TO OPT OUT FOR ACCOUNTS OPENED ON OR BEFORE JANUARY 1, 2023. You have the right to opt out of this Arbitration Agreement and doing so will not affect any other terms of this deposit account agreement or your relationship with us. **TO OPT OUT OF THIS ARBITRATION AGREEMENT FOR ACCOUNTS OPENED ON OR BEFORE JANUARY 1, 2023, YOU MUST MAIL US WRITTEN NOTICE OF YOUR DECISION, POSTMARKED BY MARCH 1, 2023.**

Your opt out notice must include your name, address, account number for each account you wish to opt out, and your signature, and must be mailed to the "Notice Address" below. Please note, the opt out notice cannot generally state "all accounts"; the notice must list each individual account number you wish to opt out.

YOUR RIGHT TO OPT OUT FOR ACCOUNTS OPENED OR CONVERTED AFTER JANUARY 1, 2023. You have the right to opt out of this Arbitration Agreement and doing so will not affect any other terms of this deposit account agreement or your relationship with us. **TO OPT OUT OF THIS ARBITRATION AGREEMENT FOR ACCOUNTS OPENED OR CONVERTED AFTER JANUARY 1, 2023, YOU MUST MAIL**

US WRITTEN NOTICE OF YOUR DECISION, POSTMARKED WITHIN THIRTY (30) DAYS OF THE OPENING OF YOUR NEW ACCOUNT WITH US OR THE CONVERSION OF YOUR ACCOUNT FROM YOUR CURRENT BANK TO BANK OF NEW HAMPSHIRE. Your opt out notice must include your name, address, account number for each account you wish to opt out, and your signature, and must be mailed to the "Notice Address" below. Please note, the opt out notice cannot generally state "all accounts"; the notice must list each individual account number you wish to opt out.

Notice Address:

Bank of New Hampshire
Attn: Compliance Department OC 1-1
62 Pleasant Street
Laconia, NH 03246

The opt-out procedure set forth in the above paragraphs is the sole and only method by which you can opt out of this Arbitration Agreement. For joint accounts, an opt-out notice signed by one account owner shall apply to all owners listed on the account. This Arbitration Agreement will apply to any Dispute relating to any account(s) for which we do not receive a timely and proper opt-out notice as described in the above paragraphs (including Disputes involving account owners added to your account in the future). If you do not opt out of the Arbitration Agreement as described in the above paragraphs, your continued use of your account evidences your acceptance of the Arbitration Agreement's terms.

Disputes Covered. The term "Dispute" includes any and all claims, disputes, actions or other controversies, whether based in contract, tort, statute, fraud or any other legal or equitable theory, that arise out of or are related to 1) this deposit account agreement; 2) your account; 3) any transaction, service, product, fee, or offer related to your account; or 4) any other aspect of the relationship between us. Disputes subject to arbitration include those based on present, future or past events (including events that occurred before the effective date of this deposit account agreement or any earlier agreement governing the terms and conditions of your account), whether asserted as original claims, counterclaims, cross-claims, third-party claims, interpleaders, or in any other form.

Mail a Notice of Dispute. If you have a Dispute and our customer service representatives have been unable to resolve it, you may pursue the Dispute by mailing a written Notice of Dispute to the Notice Address listed above. The Notice must describe your Dispute and clearly state what you want us to do. If we do not reach an agreement to resolve the Dispute within thirty (30) days after we receive the Notice, either you or Bank of New Hampshire may commence an arbitration proceeding or seek relief in small claims court as specified below.

Small Claims Court Option. If a Dispute is for an amount up to the maximum amount that may be sought in a small claims court in the jurisdiction in which you reside, you may elect to assert your claim as an individual action in such small claims court, but in no other court, in lieu of arbitration.

Initiating Arbitration. To start an arbitration, a party must send a Demand for Arbitration ("Demand") to the other party and submit a copy of the Demand and filing fee to the AAA. The form of Demand, the ways to submit a Demand to the AAA, and other information about the arbitration process are available at www.adr.org. If you are unable to pay the filing fee, we will pay it directly upon receiving a written request at the Notice Address to do so.

Arbitration Procedures. The AAA will conduct the arbitration under applicable AAA Arbitration Rules ("AAA Rules"), as those rules may be modified by this Arbitration Agreement. Disputes involving consumers shall be subject to the AAA's Consumer Arbitration Rules, as those rules may be modified by this Arbitration Agreement. If there is a conflict between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement will control. Any Dispute submitted for arbitration shall be heard and decided by a single arbitrator. For Disputes where the amount in controversy is less than \$10,000, the arbitration will be conducted pursuant to the AAA's Procedures for the Resolution of Disputes Through Document Submission, unless the arbitrator determines that an in-person, telephone or video-conference hearing is necessary. For Disputes where the amount in controversy is \$10,000 or greater, the arbitration may be conducted in person, through the submission of documents, or by phone or video-conference, and the

parties' rights to a hearing will be determined by AAA Rules. Proceedings that are not conducted through the submission of documents or by phone or video-conference will take place at a location reasonably convenient for both of us, or if we are unable to agree, at a location determined by the arbitrator.

The arbitrator shall have exclusive authority to resolve any disagreement or controversy relating to the validity, interpretation, scope or enforcement of this Arbitration Agreement, or any other part or term of this deposit account agreement or the existence or validity of this deposit account agreement as a whole (subject to the appellate and judicial review rights set forth below). All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. No arbitrator shall have authority to entertain any Dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party. Judgment upon any arbitration award may be entered in any court having jurisdiction.

The arbitrator is required to issue a written decision setting forth the decision and the reasons for that decision. The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the arbitrator determines that the Class Action and Class Arbitration Waiver is invalid, void or unenforceable for any reason, in whole or in part, that determination is immediately reviewable by a court of law, and the parties hereby submit to the jurisdiction of such court for such purpose. The arbitration shall be stayed during the pendency of any such judicial review, including any appeals, requests for rehearing or petitions for certiorari.

Costs. Except as otherwise provided in this Arbitration Agreement, the costs of arbitration will be paid in accordance with AAA Rules. If you prevail in the arbitration, we will reimburse you for any costs of the arbitration that you paid to the AAA (but not your attorneys' fees, except as provided below). If we prevail in the arbitration, you are not required to reimburse us for any costs of arbitration that we paid to the AAA; however, if the arbitrator finds that your Demand was not made in good faith or is frivolous, you agree to reimburse us the filing fee or any other monies previously disbursed by us that are otherwise your obligation to pay under AAA Rules. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses of arbitration, regardless of who prevails, but the arbitrator will have the authority to award attorneys' fees and expert witness fees and expenses to the prevailing party to the extent permitted by the AAA's rules or applicable law.

Rights Preserved. This Arbitration Agreement does not prohibit you or us from exercising any lawful rights or using other available remedies to preserve, or obtain possession of property; exercise self-help remedies, including set-off rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction.

Modification. Notwithstanding Bank of New Hampshire's right to amend the terms of this deposit account agreement, arbitration of any Dispute will be conducted pursuant to the terms of the Arbitration Agreement in effect at such time as Bank of New Hampshire receives Notice of the Dispute, in writing, at the Notice Address listed above. If we make a change to this Arbitration Agreement (other than address changes), you may reject that change by sending us written notice, within thirty (30) days of the change, to the Notice Address listed above. If you do so, at our option, the most recent version of this Arbitration Agreement that was in effect before the change you rejected will apply. This Arbitration Agreement shall survive the closing of your account and remain binding on you and your heirs, legal representatives, successors and assigns.

Severability. If any term of this Arbitration Agreement, other than the Class Action and Class Arbitration Waiver, is deemed or found to be invalid, void or unenforceable for any reason, that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term. The Class Action and Class Arbitration Waiver is non-severable and if, following the conclusion of the judicial review process described above, it is deemed or found to be invalid, void or unenforceable for any reason, this entire Arbitration Agreement shall be null and void.



Understanding Overdraft Services & Fees

At Bank of New Hampshire (BNH), we want to make it easy for you to understand the Bank's checking account services and the fees that may apply to your account. Please review this disclosure carefully to learn more about our overdraft services for personal checking accounts and to help you avoid NSF (Non-Sufficient Funds) Paid Fees and NSF Returned Fees.

Overdraft Services for Your Checking Account

BNH offers Overdraft Privilege for checking accounts. If your account is eligible, we will consider paying debit (withdrawal) transactions that exceed your Ledger Balance, instead of automatically declining those transactions or returning them unpaid. Overdraft Privilege is a discretionary service; the Bank is not obligated to pay any item that exceeds your Ledger Balance and may cease paying overdrafts at any time without prior notice.

Standard Overdraft Privilege allows us to authorize and pay overdrafts for checks, other debit transactions made using your checking account number (e.g., ACH debit transactions), and automatic bill payments.

Overdraft Privilege for ATM and Debit Card Transactions. We will not authorize and pay overdrafts for ATM or everyday debit card transactions for your personal checking account unless you have opted in to payment of these overdrafts (see [Model A-9 Form]). If you do not opt in, we will decline any ATM or everyday debit card transaction that exceeds your Current Balance.

Overdraft Privilege is typically extended only to accounts in good standing, which requires, but is not limited to: (a) sufficient deposits to bring your account to a positive Ledger Balance at least once every 30 days for a minimum of one business day; (b) not being in default on any loan or other obligations to BNH; and (c) your account is not subject to any legal or administrative order, levy or lien. We typically do not authorize or pay items that will overdraw your Current Balance by more than \$500 (Granite and Slate checking accounts) or \$1,000 (Prestige Checking and Private Banking Accounts), although we may elect to exceed that limit.

You may cancel standard Overdraft Privilege coverage at any time. If you opt in to Overdraft Privilege for ATM and everyday debit card transactions, you may also revoke that consent without removing overdraft services for other transaction types. Visit one of our branches, call 1-800-832-0912, or visit www.banknh.com for more information.

What is an overdraft?

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We use your Ledger Balance to determine whether you have enough money in your account to pay an item when it is presented for payment. If your Ledger Balance is insufficient to pay an item when it is processed and posted in the order set forth below, we may, in our sole discretion, pay the item (creating an overdraft) or return the item unpaid.

When you overdraw your account, you are obligated to repay the overdrawn amount, including any fees. If your account is a joint account, each owner shall be jointly and severally liable for these repayment obligations. These amounts may be paid out of any subsequent deposit to your account (including deposits of payroll and government benefits).

When are fees charged?

We may charge you an NSF Paid Fee of **\$35.00** if we pay an item that exceeds your Ledger Balance. We may charge you an NSF Returned Fee of **\$35.00** if we return an item unpaid due to an insufficient Ledger Balance.

Please be aware that merchants and other third parties sometimes re-submit items that we return unpaid. Each re-submission constitutes a separate item. You agree that if any transaction is submitted for payment again after having previously been returned unpaid by us, an NSF Paid Fee or NSF Returned Fee may be assessed each time the transaction is submitted for payment and your Ledger Balance is insufficient to pay the item.

We will not charge more than five (5) NSF Paid Fees and/or NSF Returned Fees, totaling \$175.00, on any one business day. In addition, we will not charge an NSF Paid or NSF Returned Fee if your end-of-day Ledger Balance is overdrawn by \$10.00 less. You will not be charged an NSF Paid Fee for ATM withdrawals or everyday debit card transactions unless you have opted into Overdraft Privilege for ATM and debit card transactions.

Understanding Your Account Balance

Your checking account has two kinds of balances: Ledger Balance and Current Balance.

Your Ledger Balance reflects all credits and debits that have posted to your account. Your Ledger Balance includes deposits that have been made available to you pursuant to our Funds Availability Policy, and is reduced by any legal holds or levies. Your Ledger Balance is not reduced by pending debit transactions.

Your Current Balance is our most recent record of the amount of money available in your account for your use or withdrawal. Your Current Balance is your Ledger Balance plus/minus any pending credit or debit transactions. We display your Current Balance in online banking, mobile banking, and at the ATM. We use your Current Balance (plus any available Overdraft Privilege coverage or linked-account funds) to determine whether to authorize or decline your debit card and other electronic transactions.

Posting Order of Items

At the end of each business day, we process and post items to your account. When we "post" transactions, credits (deposits or any other credit to your account) are added to your Ledger Balance and debits (withdrawals and fees) are subtracted from your Ledger Balance. We currently post items to your account at the end of each business day, as follows:

1. First, we add to your Ledger Balance deposits and other credits that have become available to you that business day in accordance with our Funds Availability Policy.
2. We then subtract from your Ledger Balance debits presented to BNH for payment against your account in categories by type of transactions. Following is a description of the most common categories of debits we may pay from your account, in the order they are posted to your account: (i) online banking transfers; (ii) domestic wires; (iii) in-person withdrawals at a BNH branch; (iv) withdrawals at BNH ATMs; (v) foreign wires; (vi) debit card purchases; (vii) ACH withdrawals (including EBill Pay); (viii) checks deposited at a BNH branch; (ix) other checks; (x) withdrawals at non-BNH ATMs; and (xi) bank fees. We post items, within each category, in low-to-high order by dollar amount, except for checks. Checks are posted, within each category, by check serial number order.

The order in which items are processed and posted affects your Ledger Balance and may affect the total amount of NSF Paid Fees or NSF Returned Fees you incur. Your monthly account statement does not necessarily report debit and credit transactions in the order that they were posted to your account. We may change our posting order at any time. We will provide you with notice of such changes as required by applicable law.

More Information about Credits, Debits and Debit Card Transactions

Credits: When a credit transaction is "posted," it means the bank has made deposited funds available to you. Please read our Funds Availability Policy for a detailed discussion of how and when we make deposited funds available to you. If you withdraw funds before they become available, you may incur an NSF Paid Fee.

Debits: When a debit transaction is "posted," it means the Bank has paid the item. A "pending" debit transaction is a transaction that the Bank has authorized based on your Current Balance but has not yet posted to your account. For example, when you use your debit card to make a purchase, there is often a delay between the date you initiate (and we authorize) the transaction and the date the merchant submits it to us for payment. The debit card purchase is a "pending" debit from the time we authorize it until the time it posts to your account. Pending debits reduce your Current Balance used to authorize additional items but do not affect the Ledger Balance used to pay items and determine overdrafts and fees.

We determine whether a debit card transaction overdraws your account at the time the merchant submits the transaction for payment (settlement), not at the time of authorization. A debit card transaction that was authorized at a time when your account's Current Balance was positive may overdraw your account if other account activity caused you to have an insufficient Ledger Balance to pay the transaction when it is presented for payment. Here is an example of how that may happen: On Monday, we authorize a debit card transaction because you have a sufficient Current Balance at the time. On Tuesday, we process and post another transaction (such as a check you wrote) that reduces your Ledger Balance below the amount necessary to pay the debit card transaction. If the merchant presented the original debit card transaction for payment on Wednesday, and your Ledger Balance remains below the amount necessary to pay the transaction, the transaction will overdraw your account. You may incur an NSF Paid Fee when this happens.

Avoiding Overdrafts and Fees

You can avoid fees for overdrafts by making sure you always maintain enough money in your account to cover all of your transactions. We encourage you to keep track of all of your transactions, including pending debit transactions, in order to avoid spending more money than you have in your account. The Current Balance we display to you in online banking, mobile banking, and at the ATM, reflects posted transactions and pending debit transactions that the Bank has authorized but has not yet posted to your account (e.g., debit card purchases that you have made but the merchant has not submitted for payment). Your Current Balance is our most recent record of the amount of money available in your account for your use or withdrawal. You can actively monitor your account, check your Current Balance, and track your spending with these tools:

◆ Sign up for low-balance alerts	◆ Use Online Banking, Telephone Banking or our Mobile Banking app
◆ Call us at 1-800-832-0912	◆ Use any Bank of New Hampshire ATM

The Current Balance we disclose to you may not include all of your transactions, such as checks you have written that have not yet been presented for payment or upcoming automatic payments. It is your responsibility to keep track of your transactions in order to avoid overdrafts and fees.

Linked-Account Services. We also offer an alternative linked-account overdraft protection service. You may request to link your checking account to another of your BNH accounts to automatically transfer the amount needed to cover checks or other withdrawals that would overdraw your checking account. One transfer is made per day to cover the amount of all transactions that exceed your checking account's Ledger Balance. Please note that you may still incur NSF Paid or NSF Return Fees if you exceed your checking account's Ledger Balance and lack sufficient funds in the linked account to cover the overdraft items.



Detecting and Preventing Fraud-Positive Pay and ACH Filter Services

(for Business, Organization and Association Accounts)

Bank of New Hampshire encourages you to take active measures to detect and prevent fraudulent or unauthorized transactions on your deposit accounts, including enrolling in two of the cash management services available to our Business Online Banking customers, our Positive Pay Service and ACH Filter Service.

- ◆ **Positive Pay** - This service allows you to detect unusual or unauthorized check disbursement activity on your account by (i) reviewing a list of nonconforming checks ("exception items") generated by the Bank by comparing checks presented for payment against a list of checks issued by you containing specified information (account number, check number, dollar amount and payee name), and (ii) providing you with notice of any exception items and an opportunity to decline payment of any such item before it is paid.
- ◆ **ACH Filter** - This service allows you to detect and prevent unusual or unauthorized Automated Clearing House (ACH) debit entries (withdrawals initiated by third party originators) by (i) establishing criteria (filters) to determine which ACH debit entries posted against your deposit account will be paid without further instruction ("White List debit entries") and (ii) providing you with notice of any non-White List debit entries and an opportunity to decline payment of any such entry before it is processed against your account. The ACH Filter Service also allows you to instead treat all ACH debit entries as non-White List debit entries, for which you will receive notice and an opportunity to decline payment before it is processed against your account.

PLEASE NOTE: Notwithstanding anything to the contrary in these Terms and Conditions of Your Account or in the Business Online Banking Agreement:

- ◆ ***If you decline to enroll your account in our Positive Pay Service and/or ACH Filter Service, (i) you are assuming all risk of loss and resulting costs, damages or claims in connection with, as applicable (1) any altered, fictitious, counterfeit or otherwise fraudulent or unauthorized check presented and paid against your account that could have been detected before payment by using the Positive Pay Service, or (2) any unauthorized or fraudulent ACH debit entry against your account that could have been prevented before processing by using the ACH Filter Service; and (ii) we shall have no liability whatsoever for any resulting direct or indirect loss, cost, damage or claim; and***
- ◆ ***If you enroll in our Positive Pay Service and/or ACH Filter Service but do not use the service as directed, you will be solely responsible for any resulting direct or indirect loss, cost, damage or claim arising from any fraudulent or unauthorized activity on your account that could have been prevented before payment or processing if you had used the service properly.***

Our Positive Pay Service and our ACH Filter Service are governed by the terms of separate written agreements, and fees may apply. For information on enrolling in the Positive Pay Service and/or the ACH Filter Service, please visit a customer service representative at any of our branches, or call our Customer Solution Center at 1.800.832.0912.