



# PERSONAL & BUSINESS DEPOSIT ACCOUNT AGREEMENTS

Effective February 4, 2022

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**PERSONAL**  
**DEPOSIT ACCOUNT AGREEMENT**

# PERSONAL DEPOSIT ACCOUNT AGREEMENT

**GENERAL TERMS.** The following terms and conditions are agreed to by you and us with respect to your deposit account(s) with us. In this agreement references to “you” and “your” mean the accountholder(s) and anyone who has authority to utilize the account(s). “We”, “us” and “our” refer to the financial institution that holds your account(s). To the extent that any of the following terms are void or unenforceable under applicable law, this agreement shall be treated as if such a term did not exist and all of the other terms shall continue in full force and effect.

All of the terms set forth in any Disclosure Statement given to you in connection with your account(s) are hereby made a part of this agreement and shall govern the use of your account(s). In the event of any conflict, the terms set forth in the Disclosure Statement shall control. By signing a signature card with respect to account(s) or using the account you agree to all of the terms set forth herein.

This agreement shall be subject to the laws of the United States of America and the state in which the office of the financial institution at which you maintain your account is located.

- 1. Type of Accounts.** The following terms apply with respect to each type of account described below:
  - a. Individual Account** – An account standing in the name of one accountholder.
  - b. Joint Account** – An account in the name of two or more accountholders. Each of you may exercise any rights with respect to the account, including the right to withdraw funds from the account singly, unless we agree to the contrary. All joint accounts shall be treated as accounts with the right of survivorship, which means that when one of the accountholders dies, the surviving accountholder(s) will own the account and will have all of the rights with respect to the account.
  - c. Revocable Trust Accounts** – An account which is opened by a trustee for the benefit of another person. Only the trustee may withdraw funds from such an account. In the event of the death of the last trustee on the account, payment may be made to the beneficiary of the account or that person’s legal representative.
- 2. Rules Relating to Funds Deposited in Your Account(s).** Funds that are deposited into your account(s) will be made available for withdrawal or the payment of checks drawn on your account in accordance with our *Your Ability to Withdraw Funds Policy*.
- 3. Direct Deposits.** If you have an agreement with us by which funds may be directly deposited into your account(s), any amount which must be returned to the United States of America, or any agency thereof, for any reason will be automatically deducted from your account(s) or from any other account you may have with us, except to the extent prohibited by law. We may also pursue any other remedy available to us to recover any funds that have been deposited into your account(s) and which we are required to return to the United States of America, or any agency thereof.
- 4. Right to Set-Off.** To the extent permitted by applicable law, we must set-off any funds in your account(s) against any obligation that you owe to us now or in the future. This right of set-off does not apply if (i) your account(s) is an Individual Retirement Account or other tax qualified retirement account, (ii) the identity of the obligor to us arose in a consumer credit transaction where a credit card was used to create the obligation, (iii) set-off is prohibited by the Military Lending Act. You should be aware that if we exercise our right of set-off, there may not be sufficient funds in your account(s) to cover any check that is presented to us after we exercise our right of set-off. We will have no liability for the dishonor of any such check.

We are authorized to exercise our right of setoff or security interest rights against the funds credited to your balance after your death. We have these rights even if a “payable on death” payee has rights to the account.

- 5. Fees and Charges.** We will provide you with a schedule of fees and charges which may be applied against your account(s). You authorize us to charge your account(s) for these fees and charges as applicable. To the extent that there are insufficient funds in your account(s) to cover such fees and charges, you agree to pay us such fees and charges forthwith. However, we shall make available to a natural person **18** years of age or younger and **65** years of age or older, a demand deposit account and a savings account, which in each instance shall include a joint account in which the spouse of the eligible depositor, regardless of age, is the joint tenant therein or the joint depositor would otherwise be an eligible depositor, and which has been established and used for personal, family or household purposes, upon which no service, maintenance, or other similar charge shall be imposed. If you qualify for this protection, you must notify us in writing of your eligibility for this protection, and we will thereafter modify the charges applicable to your account(s). Notwithstanding this protection, we may assess a reasonable charge against your account(s) when we dishonor any item that is presented for payment from your account(s) and which is dishonored because of insufficient funds. The amount of all fees and charges that we may assess against your account(s) is set forth in our schedule of fees and charges (a copy of which has been provided to you).

Any expense arising from attachment, garnishment or levy of your account(s) will be your responsibility and will be charged to your account(s).

- 6. Withdrawals from Account(s).** Unless we have agreed with you otherwise and have indicated our agreement on your account(s) records, each of you, acting singly, may withdraw funds from your account(s) by signing as the maker of any check, signing any withdrawal order, or otherwise as we may permit. Any of you may endorse any item payable to you or your order for deposit into your account(s). You agree not to postdate any check or other order for withdrawal. If you do postdate any item, you agree that we may charge your account(s) for the item even though payment is made before the date on the check. We will not do this if we have received written notice from you with respect to such postdating which notice must be delivered in time for us to have a reasonable opportunity to act on it and must identify the check by date, number, amount and payee.

We are not obligated to honor any item presented for payment against your account(s) unless there are sufficient available funds to pay such items. If we do pay any such item and, as a result, an overdraft occurs in your account(s), you agree to immediately deposit sufficient funds in your account(s) to eliminate such overdraft and to cover the applicable Insufficient funds fee per our most recently published schedule of charges. If a transaction such as a check or electronic funds transfer is returned to the payee due to insufficient funds and the payee represents the transaction while the account balance remains negative, we may at our discretion pay the item and charge the Insufficient funds each time the item is presented.

We may require that you provide us notice in writing at least seven (7) days prior to each withdrawal from any account you have with us that bears interest (other than a time deposit or NB Business Interest Checking) or from any savings account as defined by Regulation D issued by the Consumer Financial Protection Bureau. You may be subject to a penalty in the event that you withdraw funds from a time account prior to its maturity or prior to the expiration of any notice period. The existence and amount of any such penalty will be set forth in your Truth-in-Savings Disclosure Statement. You may close your account(s) and withdraw all of the funds therein at any time, subject to the provisions of the preceding paragraph. We may close your account(s) at any time by providing notice to you of such closure, accompanied by a check for the amount of funds therein, plus, if applicable, any credited interest thereon.

- 7. Automated Clearing Houses.** In the event that any transaction related to your account(s) utilizes the services of an automated clearing house, you agree to be bound by the rules of such automated clearing house or any associated to which it belongs. These rules may provide among other things, that payments made to you, or originated by you, will be provisional until final settlement is made through a Federal Reserve Bank or payment of the same is otherwise finally made as provided in Article 4A-403(a) of the Uniform Commercial Code. In the event that any amount is credited to your account(s) and we do not receive final payment with respect to the same, we shall be entitled to a refund from you of the amount so credited to your account(s). Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account(s), we are not required to give you next-day notice of receipt of an ACH credit item. However, we will notify you of the receipt of such ACH credits in the periodic statement that we provide to you.
- 8. Stop Payment Orders.** You may stop payment on any item that you have drawn against funds in your account(s). We must receive your stop payment order in time for us to have a reasonable opportunity to act upon it. If we have not already paid a check or other item drawn on your account, then at your request and risk we may accept a stop payment order on it. If you request us to stop payment on an item orally, we may request that you confirm your stop payment order in writing. If we do not receive your written confirmation of the stop payment order within fourteen (14) days, your stop payment order will no longer be effective. Any written check stop payment order will only be effective for six months and if you wish to renew the stop payment order at the end of said six months, you must so advise in writing. Any written ACH stop payment order will remain effective indefinitely until you notify us in writing.

Any stop payment order must accurately identify the item to which it applies, including any check number, the exact amount of the check, your account number, the date of the check and the payee of the check. Any stop payment order received by us will be effective even though it is signed by an accountholder other than the accountholder who initially signed the item to which it applied. However, if you wish to cancel a stop payment order, the person who initiated/signed the stop payment order must also initiate/sign the cancellation.
- 9. Use of Restrictive Legends.** We are not obligated to honor any restrictive legend you place on any item you write unless we have agreed in advance in writing to honor such restriction.
- 10. Order of Payment of Items Drawn on Your Account(s).** We will attempt to pay items presented against your account to the extent possible, but if you do not have sufficient available funds in your account(s) to pay all of the items presented against your account on a single banking day, we may select which items to pay and which items to dishonor. We will have no liability to you as a consequence of any such selection. We pay items presented on your account in the order they are received and processed. Typically we will attempt to pay items presented on your account beginning with the smallest amount to the largest amount.
- 11. Telephone Transfers.** If you have a telephone transfer agreement with us, accountholders are entitled to withdraw funds from your account(s) may authorize a transfer from your account(s) via telephone. Telephone transfer privileges are not permitted unless you have an express written agreement with us authorizing such transfers.
- 12. Period Statements.** If you have a statement account(s), we will deliver to you a statement of your account periodically. You must examine your statement promptly. If you discover or should have discovered any unauthorized withdrawal from funds in your account(s), you must immediately notify us of your discovery and provide us with all information necessary for us to determine whether the withdrawal was unauthorized. To the extent that you do not promptly notify us of any such unauthorized withdrawal, you may be liable for any loss which is thereafter sustained which we could have prevented had you promptly notified

us of the unauthorized withdrawal. You agree that you will not have acted promptly if you fail to examine your statement and report an unauthorized withdrawal to us within sixty (60) calendar days of the date that the statement was sent to you or made available for your examination.

You agree that if you fail to provide notice to us of any unauthorized signature, alteration, forgery, or other error with respect to your account within sixty (60) days of when we sent you the statement or made it available to you, you will not be able to assert a claim against us with respect to any item(s) reflected in such statement.

- 13. Non-Assignability of Account(s).** You may not transfer or assign your account(s) to any third party without our prior written consent. Any such attempted transfer or assignment shall be void with respect to us.
- 14. Credit Reports.** In connection with your account(s), you hereby authorize us to obtain a consumer credit report on you from any credit reporting agency.
- 15. Abandoned Accounts.** If an account has been deemed abandoned under Massachusetts law because there has been no account activity (for example, some form of customer initiated transaction or communication) for a period of three years, we must turn the funds in the account over to the Commonwealth of Massachusetts. We will attempt to notify you in writing before this takes place. Funds which have been turned over to the Commonwealth can be reclaimed from the Commonwealth, but proof of ownership will be required before payment will be made by the Commonwealth. In certain situations, we may use the abandoned laws of another state and turn over the funds to that state.
- 16. Change of Address.** You agree to notify us in writing of any permanent change of address. Any notice or statement mailed to the last address appearing on our records will be deemed delivered and binding for all purposes.
- 17. Amendments.** We may amend this agreement at any time and will notify you in the manner and time periods required by applicable law.
- 18. Power of Attorney.** You may authorize another person to act on your behalf in connection with your account(s) by granting them "Power of Attorney" in a manner prescribed by us.
- 19. Business and Organization Accounts.** We will require you to provide us with a Resolution document which shall contain a list of all authorized signers and the extent of each signer's authority. Checks that are payable to a business or organization can only be deposited into an account bearing the same name.
- 20. Unlawful Use.** You agree not to use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities.
- 21. Sub Accounts.** All checking accounts consist of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The savings sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

## CHECK 21: SUBSTITUTE CHECK POLICY DISCLOSURE AND YOUR RIGHTS

### IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

#### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front

of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at **781-444-2100** during business hours or write us at:

**Needham Bank**  
1063 Great Plain Avenue  
PO Box 920129  
Needham, MA 02492.

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in questions or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

#### **Your claim must include -**

- A description of why you have suffered a loss (for example, you think that amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check for the following information to help us identify the substitute check:
  1. The check number;
  2. The name of the person to whom you wrote the check;
  3. The amount of the check.

# INITIAL DISCLOSURE OF TERMS & CONDITIONS OF ELECTRONIC FUNDS TRANSFER SERVICES AND CARDHOLDER AGREEMENT

## FOR CONSUMERS ONLY

**The following disclosure of terms and conditions relating to your electronic funds transfer service with this institution is provided to you in accordance with the requirements for Federal and State Law. You should read this notice carefully to understand all terms and conditions which govern your electronic funds transfer service.**

**Consumer Liability.** Tell us AT ONCE if you believe your card, personal identification code, or both, have been lost or stolen or that someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses down.

**Contact in Event of Unauthorized Transfer.** If you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic funds transfer has been made using information from your check, without your permission, please **contact us at 781-444-2100 during business hours or write us at:**

**Needham Bank  
1063 Great Plain Avenue  
PO Box 920129  
Needham, MA 02492**

You will have no liability for unauthorized use which occurs after you notify us of the loss or theft of your card or its possible unauthorized use by someone else.

**Business Days.** For the purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Online Banking and Bill Payment through Quicken® 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 through Quicken® are documented in the Online Help which is accessible via the Internet Service.

### **Transfer Types and Limitations.**

#### **1. Account Access.** You may:

- a. Have direct deposits made to your account(s);
- b. Have preauthorized payments made from your account(s);
- c. Withdraw cash from your statement account(s);
- d. Make deposits to your statement account at ATMs that we own or operate. (ATMs that we own will be identified as such);
- e. Transfer funds from your statement account(s) to another account in this institution;
- f. Make a payment to a loan account you have with us via Online Banking, Mobile Banking or Telephone Banking;
- g. Pay for purchases at places that have agreed to accept this card utilizing its point-of-sale feature;
- h. Authorize the transfer of funds by telephone from your statement account(s);
- i. Authorize the transfer of funds from your statement account(s) for the purpose of paying your bills through your internet enabled device. Payments to the following merchants are unsupported through online banking bill payment, payments for these payees will be your sole responsibility if delayed or improperly processed or credited:
  - Tax Payments
  - Court-ordered payments such as alimony, child support, speeding tickets, etc.
  - Payments made outside the U.S. and its territories are not recommended.

- j. Get information about the available balances in your checking and statement savings account(s);
- k. Authorize third parties to electronically debit your account(s) at point of purchase locations or otherwise utilizing information about your account(s) which you provide to such third parties and which transfer we elect to honor;
- l. Pay for fees for electronic representation of a dishonored check where you have agreed that such fees may be debited to your account(s) electronically;
- m. Transfer funds from your account to other people or to accounts held by you at another financial institution through the external funds transfer feature.

Some of these services may not be available at all terminals, or available in conjunction with all accounts. You may have chosen to limit access by electronic means to one or more of your accounts.

## 2. Electronic Check Conversion.

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- (i) Pay for purchases, or (ii) Pay bills.

This is called electronic check conversion and is a process in which your check is used as a source of information, for the check number, your account number, and the number the identified your financial institution. The information is then used to make a one-time electronic payment from your account, an electronic fund transfer. The check itself is not the method of payment. It is important to remember that with this type of transaction, the transfer or funds may be immediate.

## 3. Limitations on Dollar Amounts/Frequency of Transfers.

- a. You may withdraw up to **\$1,000** from our terminals each day using a Debit card.
- b. You may buy up to **\$3,500** worth of goods and services each day using the point-of-sale feature of your Debit card.
- c. At any time you may limit the amount to be withdrawn by Debit cards to **\$0.00** per day upon written notice to this institution.
- d. You can use your online banking bill payment service up to a total of not less than **\$1.00** and not more than **\$25,000** per transaction with a daily limit of **\$50,000**. Requests for increases to bill payment limits will be reviewed on a case by case basis.
- e. For security reasons, there are other limits on the transfers you can make using our terminals, authorized telephone transfer service, or other electronic transfer system.
- f. There may be other limits that apply to your card if you use your card outside of the United States of America. If you plan to travel outside of the United States, you should contact us for information concerning such limitations in various countries.
- g. There are no limits to the number of transfers you are allowed.

## 4. Fees.

Refer to our regularly published schedule of fees for the applicable fees which you may be charged.

- a. **Per Transfer Charge.** We may charge you for each transfer you make using our electronic fund transfer services as per our most recently published schedule of service charges.
- b. **Account Maintenance.** We may charge you a fee each month to maintain your account(s) with us, if you fail to maintain the required monthly balance amount as per our most recently published schedule of fees.
- c. **Interest.** We pay interest on accounts accessed by these services as per our regularly published schedule of interest rates.
- d. **Fees Imposed by Others.** When you use an ATM not owned or operated by us, you may be charged a fee by the ATM operator or any network used to complete the transfer and you may be charged a fee for a balance inquiry.

## 5. Confidentiality.

We will disclose information to third parties about your account of the transfer you make:

- a. Where it is necessary for completing transfer, or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c. In order to comply with a government agency or court orders, or
- d. Where it is necessary for legal, collection, account or auditing purposes, or
- e. If you give us your written permission (authorization shall automatically expire after forty-five (45) days).

## 6. Documentation.

- a. **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us money. You can call us at **781-444-2100** during business hours to find out whether or not the deposit has been made.
- b. **Periodic Statements.** You will get a monthly account statement, unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.
- c. **Passbook Account.** where the only possible Electronic Fund Transfers are Preauthorized Credits. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.
- d. **Terminal Transfers.** You may receive a receipt at the time you make any transfer to or from your account using an electronic terminal such as an automated teller machine, cash-dispensing machine or point of sale terminal.
- e. **Documentation as Evidence.** Any documentation provided to you which indicated that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima-facie proof that such transfer was made.

## 7. Preauthorized Payments.

- a. **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your accounts, you can stop any of these payments. Here's how:  
Please contact us at **781-444-2100** during business hours or write us at:  
**Needham Bank**  
1063 Great Plain Avenue  
PO Box 920129  
Needham, MA 02492  
in time for us to receive your request three (3) business days or more before the payment is schedule to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call.
- b. **Notice of Varying Amount.** If these regular payments may vary in amount, the person you are going to pay will tell you ten (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.
- c. **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three (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.

8. **Liability for Represented authorized Transfers.** If you do not place a stop payment on a authorized transfer (ACH transaction) within the prescribed time frame and the transaction results in a negative account balance, the bank

may at its full discretion pay or return the item and charge an insufficient funds fee. If the transaction is returned for insufficient funds and the merchant represents the transaction, the bank will at its full discretion either pay or return the item again upon each presentation and charge an insufficient funds fee. You are liable for the transaction amount paid to the merchant and associated fees incurred by the transaction.

- 9. 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, for instance:
- a. If, through no fault of our, you do not have enough money in your account to make the transfer/
  - b. If the transfer would go over the credit limit on your overdraft line.
  - c. If the terminal or system was not properly working and you knew about the breakdown when you started the transfer.
  - d. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
  - e. If the automated teller machine where you are making the transfer does not have enough cash.
  - f. If the funds are subject to legal process or other encumbrance restricting such transfer.
  - g. There may be other exceptions stated in our agreement with you.

## INFORMATION CONCERNING ACCOUNTS GOVERNED BY MASSACHUSETTS GENERAL LAWS

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

**UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

**Termination of this Agreement.** You may terminate your right to use your card or code by calling us. Please contact us at **781-444-2100** during business hours or write us at:

**Needham Bank**  
1063 Great Plain Avenue  
PO Box 920129  
Needham, MA 02492

If you call, we may require you to put your request in writing and get it to us within ten (10) days after you call.

### **In Case of Errors or Questions About Your Electronic Transfers.**

Please contact us at **781-444-2100** during business hours or write us at:

**Needham Bank**  
1063 Great Plain Avenue  
PO Box 920129  
Needham, MA 02492

as soon as you can, if you think your statement or receipt is wrong, or if you need information about a transfer listed on the statement or receipt. **We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared.**

1. Tell us your name and account number (if any).
2. Describe the error or 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## MASTERCARD® CARDHOLDER AGREEMENT FOR CONSUMERS DEBIT CARD ONLY

The following terms and conditions are agreed to by you and us when we issue you a card at your request. To the extent that any of the following terms and conditions are void or unenforceable under applicable law, this Cardholder Agreement shall be treated as if such terms or conditions did not exist and all of the other terms and conditions shall continue in full force and effect.

All of the terms set forth in the *Initial Disclosure of Terms and Conditions of Electronic Fund Transfer Services* are hereby made part of this Cardholder Agreement and shall govern the use of your card.

Any account which may be accessed by use of your card may also be governed by a separate set of rules and regulations which shall remain in effect with respect to such account, unless inconsistent with the agreements set forth in this Cardholder Agreement in which case the terms and conditions set forth herein shall control.

- 1. Use of Card.** You may use your card to carry out the transactions described in the Disclosure Statement under the heading "Transfer Types and Limitations." We may agree with you in the future that other transactions can be carried out using your card and, in such event, we will notify you as to those transactions. You agree not to use your card to effectuate any transactions, which is unlawful under applicable law, such as unlawful gambling.
- 2. Charges for Use of Your Card.** We have published a *Schedule of Fees* which sets forth all applicable charges which we can make in connection with the use of your card or any electronic fund transfer. Please refer to our most recently published *Schedule of Fees*. We reserve the right to amend the *Schedule of Fees* at any time and will give you notice if we do. You agree to pay all such charges which you have incurred and hereby authorize us to charge your deposit account(s) with the aggregate outstanding amount of such charges from time to time.
- 3. Use of Your Card Outside the United States.** Purchases, cash withdrawals and cash advances made in foreign currencies will be debited from your account in U.S. Dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard® from a range of rates available in wholesale currency markets

for the applicable central processing date, which rate may vary from the rate *MasterCard*<sup>®</sup> itself received, or the government mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the date that would have been used on the purchase date or cardholder statement posting date.

A devaluation of the U.S. Dollar against the foreign currency in which the transaction was made will result in a higher than expected dollar amount charged to your account. This currency differential could result in your account becoming overdrawn.

- 4. Joint Accounts.** In the event that your deposit account(s) is held jointly with another person(s), each joint holder of said account shall be able to exercise any and all rights hereunder individually and shall be jointly and severally liable for the obligations incurred under this Cardholder Agreement. Without limiting the foregoing, each person names on the account may utilize any card issued in connection with the account, may close the account, may authorize others to use any card and/or code on his or her behalf, and may agree to amend this Cardholder Agreement and, in any such event, such action shall be binding upon each other person who is bound by this Cardholder Agreement.
- 5. Evidence of Transactions.** In the event that we institute legal action against you in connection with this account, we may introduce into evidence a copy, microfilm, or microfiche of any document evidencing transaction under this Cardholder Agreement and such copy, microfilm or microfiche shall be deemed as valid as the original document.
- 6. Notices.** Any notice sent out by us shall be effective when mailed to you at your last address on our records. To the extent allowed by law, notices from you to us must be in writing and shall be effective when received by us.
- 7. Default.** In the event that you default in connection with any obligation owed to us, you agree to reimburse us for all costs of collection, including reasonable attorney's fees.
- 8. Maintenance of Accounts.** As long as this Cardholder Agreement is in effect, you agree to maintain at least one account for which your card can be used. If you close all of such accounts, this Cardholder Agreement will terminate.
- 9. Ownership of Card.** The card which we issue to you will remain our property and you may not transfer it to any other person. You agree to return the card to us immediately upon demand or upon termination of this Cardholder Agreement. We will program the machines in which your card can be used to retain your card following the termination of this Cardholder Agreement and in certain other events.
- 10. Authorization to Withdraw Funds from your Account(s).** You hereby authorize us to withdraw funds from your account(s) to satisfy any transaction which you have made utilizing your card. Such authorization includes the right to charge your accounts for funds distributed to you and for charges which you have incurred pursuant to this Cardholder Agreement.
- 11. Pre-Authorized Payments to Merchants.** You are responsible for any pre-authorized payments charged to the account, even after you or we cancel the account, unless you tell the merchant in writing to stop debiting your account. If we ask for it, you must give us a copy of the written notice you gave the merchant.  
You are responsible for giving your new account number or expiry date to merchants with whom you have pre-authorized payment arrangements.  
If we issue you a replacement card, your automatic bill payments will continue uninterrupted to merchants who are registered for the MasterCard Automatic Biller Updater (ABU) service. MasterCard ABU automatically informs those merchants of the details of your new account number, so that your automatic bill payments are not interrupted.
- 12. Amendments.** We may amend any term in this Agreement of the Disclosure by sending you written notice of such amendment at least thirty (30) days prior to the effective date of such amendment. To the extent permitted by law,

we may amend any term set forth in this Agreement or Disclosure immediately to maintain or restore the security of your account or our electronic fund transfer system.

- 13. Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.
- 14. Lost or Stolen Card Liability.** You will not be liable for any transaction that was not authorized if you exercised reasonable care in safeguarding the Card from risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to Needham Bank.

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applied to all deposit accounts.

Our policy is to make funds from your deposits available to you on the first (1st) business day after we receive your deposit. However, funds from the following deposits will be available on the day we receive the deposit:

- Cash deposits made at the teller window.
- Wire transfers and electronic direct deposits, such as social security benefits and payroll payments.

Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

Please remember that even after we have made the funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

### **Determining the Availability of a Deposit**

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that to be the day of your deposit. However, if you make a deposit after we close, or on a non-business day, we will consider that the deposit was made on the next business day we are open.

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

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in an account you have with us. Those funds will be available at the time the funds from the check we cashed would have been available if you deposited it.

### **Longer Delays May Apply**

Depending on the type of check that you deposit, funds may not be available until the **fifth** (5th) business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first (1st) business day after the day of your deposit.

If we are not going to make all of the funds that you deposit available on the first (1st) business day after the day of your deposit, we will notify you at the time you make your deposit. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the first (1st) business day after we receive your deposit.

If you need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,525 on any one (1) day. The first \$5,525 will be available on the first (1st) business day after the day of your deposit.

3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six months.
5. There is an emergency, such as a failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the **fifth** (5th) business day after the day of deposit.

### **Special Rules for New Accounts**

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

Funds from electronic direct deposits, cash or wire transfers will be available on the day we receive the deposit. The first \$5,525 of funds from deposits of cashier's, certified, teller's, travelers and federal, state and local government checks, and any Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Money Orders will be available on the first (1st) business day after the day of your deposit.

Funds from all other check deposits will be available on the **fifth** (5th) business day after the day of your deposit.

### **Deposits Made at Automated Teller Machines**

Funds from any deposits made at automated teller machines (ATMs) that we own or operate will be available as follows:

- Funds from check deposits will be available on the first (1st) business day after the day of deposit
- Cash deposits will be available on the day we receive the deposit

Deposits (cash or checks) made at automated teller machines (ATMs) we own or operate, prior to 2:00 PM will be treated as deposited on the day on which such funds were placed in the ATM. Funds from deposits made at an ATM we own or operate at or after 2:00 PM or on a non-business day will be treated as deposited on the next business day.

Deposits are only accepted at machines that we own or operate. All ATMs that we own or operate are identified as our machines.

## TRUTH IN SAVINGS DISCLOSURE

This disclosure Statement sets forth certain terms relating to your Accounts with us. These terms are part of your contract with us and are binding upon both of us.

### **NON-INTEREST DDA**

***This is a non-interest bearing account.***

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NB Checking, Passbook Savings Account, Money Market Account, IRA Money Market Account, Statement Savings Account

**Rate Information.** Your interest rate and annual percentage yield may change. At our discretion we may change the interest rate on your account at any time.

**Accrual of Interest on Non-cash Items.** Accrual of interest on non-cash items (for example, checks) you deposit will begin on the business day you deposit such non-cash items.

**Interest Compounding and Crediting.** Interest on your account will be compounded continuously and credited monthly. If you close your account before the monthly statement cycle date, you will forfeit the uncredited interest.

**Calculation Method.** We use the daily balance method to calculate interest and determine the minimum balance requirements on your account. This method applies a daily periodic rate to the daily balance in the account each day.

**Minimum Balance Requirements and Transaction Limitations.** The minimum balance requirements for your accounts are disclosed in the minimum balance requirement and account rate information section of this disclosure.

We may require you to give written notice of an intended withdrawal not less than seven (7) days before the withdrawal is to be made. Under applicable law, we may extend the notice period for up to ninety (90) days.

IRA Money Market Accounts do not come with check writing privileges.

## CERTIFICATE OF DEPOSIT

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**Rate Information.** Your interest rate and annual percentage yield will remain in effect until the first maturity date. The annual percentage yield assumes interest remains on deposit until the maturity date. Any withdrawal of funds will reduce earnings.

**Accrual of Interest on Non-cash Items.** Accrual of interest on non-cash items (for example, checks) you deposit will begin on the business day your deposit such non-cash items.

**Interest Compounding and Crediting.** Interest on your account will be compounded continuously and credited monthly.

If you close your account before interest is credited, you will forfeit the uncredited interest.

**Calculation Method.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the daily balance in the account each day.

**Minimum Balance Requirements.** The minimum balance requirements for your accounts are disclosed in the minimum balance requirement and account rate information section of this disclosure.

**Account Transaction Limitations.** You may not make deposits into your account until the maturity date. You may not make withdrawals of principal from your account before the maturity date. You may only withdraw interest after it has been credited to your account.

**Early Withdrawal Penalty.** If you withdraw any principal before the maturity date, a penalty may be imposed on the amount which you withdrew and charged to your account. If your account had an initial maturity of one year or less, the penalty will be equal to three months interest, which would have been earned on the amount of principal withdrawn. If your account had an initial maturity of more than one year, the penalty will be equal to six month interest, which would have been earned on the amount of principal withdrawn.

No penalty shall be assessed in the event of the death or adjudication of mental incompetence of any owner of the account. We may also allow a withdrawal, in whole or in part, without penalty, with respect to any deposit which is contributed under a Keogh Plan or Individual Retirement Account where the individual for whose benefit the plan or account is maintained is 59.5 years of age or older or becomes disabled as defined in the Internal Revenue Code.

**Renewal Policy.** This account will automatically renew at maturity. You can prevent renewal if you withdraw your entire balance at maturity, or within the ten (10) day grace period. You can prevent renewal if we receive written notice within the ten (10) day grace period. We can prevent renewal by mailing notification to you at least thirty (30) days before the maturity date.

Each renewal term may be the same as the original term, beginning on the maturity date. The interest rate may be equal to the rate offered on new Certificate of Deposit Accounts on the maturity date, which have the same term, minimum balance requirements and other features in common with the original Certificate of Deposit Account.

You will have a grace period of ten (10) days after the maturity date to withdraw funds without penalty.

**Service Fees and Charges.** For information about fees that can be imposed on your account, please refer to our most recently published schedule of fees and charges.

# OCCASIONAL OVERDRAFT PRIVILEGE SERVICE TERMS & CONDITIONS

The Bank offers the Occasional Overdraft Privilege Service. This is a discretionary overdraft protection service offered to eligible accounts. If your account is eligible, you will be automatically enrolled in the service after the account has been open for thirty (30) days. The Bank will consider, without obligation on their part, payment of your reasonable overdrafts up to your assigned overdraft limit instead of automatically returning those items unpaid. The bank does offer other overdraft protection plans, such as a link to a savings account or overdraft line of credit, which may be less expensive than participation in our Occasional Overdraft Privilege Service.

## TRANSACTIONS THAT MAY QUALIFY FOR THE OCCASIONAL OVERDRAFT PRIVILEGE SERVICE

The service applies to a variety of transactions, including checks and other transactions made using a checking account number, automatic bill payments, ATM transactions and everyday debit card transactions; however, the Bank will not include ATM and everyday debit card transactions within the program without first receiving an affirmative consent to do so. Absent an affirmative consent, ATM and everyday debit card transactions generally will not be paid under the service.

An overdraft occurs when an account does not have sufficient funds available to cover a transaction. Although there are many reasons why an account might become overdrawn, most overdrafts result from the following:

- Writing a check, swiping a debit card or initiating an electronic funds transfer in an amount that exceeds the amount of funds available in the account
- Depositing a check or other item into an account and the item is returned unpaid, which causes a negative balance in the account once the balance is reduced by the amount of the returned check
- There are inadequate funds in an account when the Bank assesses a fee or service charge or
- A transaction is initiated before funds deposited into an account are “available” or “finally paid” according to the Bank’s Funds Availability Policy. For example, if a check is deposited into an account, the proceeds of that check may not be available for up to five (5) days after the check is deposited. If there are not sufficient funds in an account, independent of the check, to cover the transaction, an overdraft will occur

In the normal course of business and if the Bank has received consent to do so, the Bank pays electronic transactions, such as ATM transactions and every day debit card transactions when they are presented for payment.

If consent to pay ATM and debit card transactions is not provided, the Bank will just pay checks and electronic funds transfers.

We pay items presented on your account in the order they are received and processed. Typically, we will attempt to pay items presented on your account beginning with the smallest amount to the largest amount.

Participation in the Occasional Overdraft Privilege Service is not mandatory. You may opt-out of the service any time by notifying one of the Bank’s service representatives or calling us at 781-444-2100. You may also revoke an affirmative consent to have ATM and everyday debit card transactions considered for payment at any time without removing other items from the program. Simply inform us of your preference.

As noted above, the Bank retains full discretion to decline to pay any item under the service. This means the Bank can refuse to pay any overdraft for any reason. Even if the Bank decides to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If the Bank does not authorize and pay an overdraft, a transaction will be declined and the Bank may assess non-sufficient or uncollected funds fees on an account in accordance with the account agreement and fee schedule in effect at the time of the overdraft.

It is important to note, that an item which is declined due to insufficient funds may be represented to the Bank for payment. If the account balance has sufficient funds

when the item is represented, the Bank will pay the item and no additional service fees will be charged. If the item is represented while the account balance remains negative, the Bank will at its discretion either pay the item or return the item and charge the applicable Insufficient funds fee per our most recently published *Schedule of Fees*.

## FEES

If you do not use the Occasional Overdraft Privilege Service it costs you nothing. "Use" means you initiate transactions for which you do not have sufficient available funds in your account. If you use the service we will charge our standard non-sufficient or uncollected funds fee (currently \$25) for each overdraft transaction you initiate. Multiple overdraft transactions will result in multiple non-sufficient or uncollected funds fees. Please see the Bank's most current *Schedule of Fees* for specific fee amounts.

You will be notified of any non-sufficient or uncollected funds items paid or returned; however, the Bank has no obligation to notify you before we pay or return any item. The amounts of any overdrafts, including the Bank's fees, are due and payable immediately or on demand.

## ACCOUNTS ELIGIBLE FOR OCCASIONAL OVERDRAFT PRIVILEGE SERVICE

The Occasional Overdraft Privilege Service is a discretionary service and is generally limited to a \$250 overdraft (negative) balance for eligible personal checking accounts. The Bank may, in their sole discretion, limit the number of accounts eligible for the service to one account per household or per taxpayer identification number. The Occasional Overdraft Privilege Service is usually extended only to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics:

- The account has been open for at least thirty (30) days
- The account has deposits totaling at least \$400 or more within each thirty (30) day period
- The account demonstrates consistent deposit activity
- The account owner is current on all loan obligations with us

Once the account reaches the thirty (30) day period and is in good standing, the Occasional Overdraft Privilege Service limit will be available for your use. You will receive a welcome letter confirming your enrollment in the service.

## ACCOUNTS INELIGIBLE FOR OCCASIONAL OVERDRAFT PRIVILEGE SERVICE

Occasional Overdraft Privilege Service is not available for certain accounts. The following includes, but is not limited to, accounts that are ineligible for the service:

- Minor Accounts (under 18 years of age)
- Business Accounts
- Government or State structured accounts, such as Rep Payee and UTMA accounts
- Remote Deposit Capture Service Accounts (RDC)

## NEGATIVE ACCOUNTS

Occasional Overdraft Privilege Service balances including the Bank's fees must be brought to a positive balance within fifteen (15) days or the service may be suspended and/or terminated and all overdrafts will be returned unpaid. Accounts that are not brought to a positive balance within established time frames will be subject to closure.

## IF YOU NEED HELP

The Occasional Overdraft Privilege Service should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover expenses. If at any time you feel as if you need help with a financial obligation, you are encouraged to contact one of the Bank's service representatives.

**Always a discretionary service, our Occasional Overdraft Privilege Service does not constitute an actual or implied obligation of or by us. The service represents a purely discretionary courtesy or privilege that we may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.**

# CONSUMER SCHEDULE OF FEES

## BANK DEPOSIT ACCOUNT CHARGES AND FEES

Savings Account Maintenance Service Charge	<b>No Charge</b>
Money Market Account Maintenance Service Charge	<b>No Charge</b>
Non-Interest DDA Account Maintenance Service Charge	<b>No Charge</b>
NB Checking Account Maintenance Service Charge	<b>No Charge</b>

## 18/65 CHECKING ACCOUNT FEES

*Under Massachusetts law, if you are under the age of 19 or age 65 or older, NB Checking is considered our 18/65 checking account and entitles you to the following reduced fees.*

Insufficient Funds Charge – Paid <i>Overdrafts created by checks, ATM withdrawal, or other electronic means.</i>	<b>\$5</b>
Insufficient Funds Charge – Returned <i>Overdrafts created by checks, ATM withdrawal, or other electronic means. Each time an item is presented an Insufficient funds charge may be applied</i>	<b>\$5</b>
Uncollected Funds Charge	<b>\$5</b>
Stop Payment	<b>\$5</b>

## OTHER CHECKING ACCOUNT FEES

Insufficient Funds Charge – Paid <i>Overdrafts created by checks, ATM withdrawal, or other electronic means.</i>	<b>\$25</b>
Insufficient Funds Charge – Returned <i>Overdrafts created by checks, ATM withdrawal, or other electronic means. Each time an item is presented an Insufficient funds charge may be applied</i>	<b>\$25</b>
Uncollected Funds Charge	<b>\$25</b>
Stop Payment	<b>\$25</b>
Instant Statement <i>(each)</i>	<b>\$2</b>
Statement Copy <i>(each)</i>	<b>\$5</b>
Check copy <i>(per year)</i>	First 25 <b>Free</b> Thereafter <b>\$5 Each</b>
Check Printing	<b>4 Free Styles</b> Available Others: <b>Fee Varies</b> By Style Order

## DEBIT CARD SERVICE CHARGES

Foreign ATM Fees <i>(Non-Needham Bank ATM)</i>	<b>100%</b> Reimbursement for Checking Accounts
MasterMoney Debit Card Transactions	<b>No Charge</b>
Debit Card Replacement	<b>\$5</b>

## BANK SERVICES & CHARGES

### Wire Transfer Fee

*Wire fees are exclusive of other banks' charges*

Outgoing – Domestic	<b>\$25</b>
Outgoing – Foreign	<b>\$40</b>
Incoming - Foreign	<b>\$15</b>

### Checks Processed

Foreign <i>In U.S. Funds, Sent For Collection</i>	<b>Varies</b>
In Foreign Funds (each) <i>Collection Charges are Exclusive of Other Banks' Charges</i>	<b>\$10</b>

### Returned Check Charges

Returned third-party checks that have been cashed or deposited to your account	<b>Limited to Massachusetts State Law</b>
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### Other Charges

Official Bank Checks <i>(Withdrawn From Savings, Checking or Money Market)</i>	<b>One Free</b> per day; Thereafter <b>\$5 each</b>
Money Orders <i>(Customers Only)</i>	<b>Two Free</b> per day; Thereafter <b>\$2 each</b>
Passbook Replacement	<b>\$5</b>
Debit Card Rush Fee	<b>\$62</b>
Account Research <i>(1 hour minimum, per hour)</i>	<b>\$25</b>
Attachment/Levy <i>(per account)</i>	<b>\$25</b>
Notary Public <i>(customers only)</i>	<b>No Charge</b>
Signature Guarantee <i>(customers only)</i>	<b>No Charge</b>
Abandoned Property Fee	<b>\$25</b>
Summons To Trustee	<b>\$40</b>

### Night Deposit Box

Replacement Key	<b>\$10</b>
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## SAFE DEPOSIT BOXES *(Wellesley & Dover Branches Only)*

*There is a minimum deposit account balance required to rent a safe deposit box.  
Safe deposit box contents are not insured by FDIC or DIF.*

Replacement Key	<b>\$25</b>
Late Payment <i>(after 30 days)</i>	<b>\$10</b>
Drilling	<b>Cost + \$20</b>
Annual Fee by Size	
2 X 5 <b>\$25</b> 3 X 10 <b>\$70</b> 10 X 10 <b>\$150</b>	
3 X 5 <b>\$50</b> 5 X 10 <b>\$100</b>	

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# BUSINESS

## DEPOSIT ACCOUNT AGREEMENT

# BUSINESS DEPOSIT ACCOUNT AGREEMENT

## TERMS AND CONDITIONS OF YOUR ACCOUNT

### 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 (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

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

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

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

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

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

**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 can be deducted directly from the account balance whenever sufficient funds are available. 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.

**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 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. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. 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 for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

## **WITHDRAWALS.**

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

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

**Checks And Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any

withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, 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 the 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 it as a transaction 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.

See the *Funds Availability Policy Disclosure* for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance.** On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three (3) days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur — assume for this example the following:

(1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may

take up to three (3) days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**Overdrafts.** You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. If we return a withdrawal request due to insufficient funds in your account, the payee may represent the item for payment. For each instance of presentment, if the account balance remains negative or the payment of such item will result in a negative account balance, we may at our discretion pay or return the item and charge the applicable insufficient funds fee per our most recently published Schedule of Service charges. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us.

**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 check to examine the signatures on the 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.

**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.

**STOP PAYMENTS.** 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. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment. You may stop payment on any item drawn on your account whether you sign the item or not. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

**AMENDMENTS AND TERMINATION.** We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to

give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

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

## **STATEMENTS.**

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

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

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within sixty (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 —** In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed sixty (60) days. Failure to examine your statement and items and report any errors to us within sixty (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.

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

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

**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, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. 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.

**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. Examples of restrictive legends placed on checks are "must be presented within ninety (90) days" or "not valid for more than \$1,000." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. 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.

**PAYMENT ORDER OF ITEMS.** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process items presented on your account in the order they are received. Typically we will attempt to pay items presented on your account beginning with the smallest amount to the largest amount.

If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

**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.

**CHECK PROCESSING.** We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees,

we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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

**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.

**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 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.

**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.

**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.

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

**SECURITY.** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person

(a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

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

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

Except for consumer electronic funds 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, such as positive pay or commercially reasonable security procedures, 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, unless we acted in bad faith or to the extent our negligence contributed to the loss. 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.

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

#### **MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE**

**COMMUNICATIONS.** Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

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

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

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

**CLAIM OF LOSS.** 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.

**EARLY WITHDRAWAL PENALTIES (AND INVOLUNTARY WITHDRAWALS).** We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your *Notice Of Penalty For Early Withdrawals* for additional information.

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

**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.

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

**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.

**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.

**FUNDS TRANSFERS.** The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

**Funds Transfer.** A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

**Authorized Account.** An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance Of Your Payment Order.** We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff Time.** If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**Payment Of Your Order.** If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security Procedure.** As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Duty to report unauthorized or erroneous payment.** You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Identifying number.** If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

**Record of oral or telephone orders.** You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**Notice of credit.** If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional credit.** You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

**Refund of credit.** You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**Amendment of funds transfer agreement.** From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**Cancellation or amendment of payment order.** You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries.** We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

**Limit on liability.** You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous execution.** If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Objection to payment.** If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

**PLEDGES.** Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**POWER OF ATTORNEY.** You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not “durable,” it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**STALE-DATED CHECKS.** We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**FDIC INSURANCE.** Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different “ownership.” An individual account is one unique form of “ownership”; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person’s self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

**UNCLAIMED PROPERTY.** The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are

surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**CASH TRANSACTION REPORTING.** To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

**BACKUP WITHHOLDING/TIN CERTIFICATION.** Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

**LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S OR TELLER'S CHECKS.** Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**CHANGING ACCOUNT PRODUCTS.** We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

**TRANSACTIONS BY MAIL.** You may deposit checks by mail. You should indorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your

statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**CHECK STORAGE AND COPIES.** You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

**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.

**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.

## YOUR ABILITY TO WITHDRAW FUNDS

### **This policy statement applies to all deposit accounts.**

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 2 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 2 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account.

Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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

## Longer Delays May Apply

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the five business day after the day of your deposit.

## Special Rules For New Accounts

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

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

Funds from all other check deposits will be available on the **fifth** (5th) business day after the day of your deposit.

# SPECIFIC ACCOUNT DETAILS

## NB BUSINESS CHECKING *(This is a non-interest bearing account)*

**Minimum Balance to Open The Account** — You must deposit \$50 to open this account.

## NB BUSINESS INTEREST CHECKING

**Rate Information** — Your interest rate and annual percentage yield may change.

**Frequency of Rate Changes** - We may change the interest rate on your account at any time.

**Determination of Rate** — At our discretion, we may change the interest rate on your account.

**Compounding and Crediting Frequency** — Interest will be compounded continuously. Interest will be credited to your account every month.

**Effect of Closing an Account** — If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum Balance to Open The Account** — You must deposit \$50 to open this account.

**Daily Balance Computation Method** — We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits** — Interest begins to accrue on the business day you deposit noncash items (for example, checks).

## NB CORPORATE CHECKING *(This is a non-interest bearing account)*

**Minimum Balance to Open The Account** — You must deposit \$50 to open this account.

## NB CORPORATE SWEEP ACCOUNT

**Rate Information** — Your interest rate and annual percentage yield may change.

**Frequency of Rate Changes** - We may change the interest rate on your account at any time.

**Determination of Rate** — At our discretion, we may change the interest rate on your account.

**Compounding and Crediting Frequency** — Interest will be compounded continuously. Interest will be credited to your account every month.

**Effect of Closing an Account** — If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum Balance to Open The Account** — You must deposit \$50 to open this account.

**Daily Balance Computation Method** — We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits** — Interest begins to accrue on the business day you deposit noncash items (for example, checks).

## NB BUSINESS MONEY MARKET

**Rate Information** — Your interest rate and annual percentage yield may change.

**Frequency of Rate Changes** - We may change the interest rate on your account at any time.

**Determination of Rate** — At our discretion, we may change the interest rate on your account.

**Compounding and Crediting Frequency** — Interest will be compounded continuously. Interest will be credited to your account every month.

**Effect of Closing an Account** — If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum Balance to Open The Account** — You must deposit \$250 to open this account.

**Minimum Balance to Obtain the Annual Percentage Yield Disclosed** — You must maintain a minimum balance (See the *Your Account* section of this document for applicable rate information.) in the account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method** — We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits** — Interest begins to accrue on the business day you deposit noncash items (for example, checks).

## NB PREMIER BUSINESS MMA

**Rate Information** — Your interest rate and annual percentage yield may change.

**Frequency of Rate Changes** - We may change the interest rate on your account at any time.

**Determination of Rate** — At our discretion, we may change the interest rate on your account.

**Compounding and Crediting Frequency** — Interest will be compounded continuously. Interest will be credited to your account every month.

**Effect of Closing an Account** — If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum Balance to Open The Account** — You must deposit \$250 to open this account.

**Minimum Balance to Obtain the Annual Percentage Yield Disclosed** — You must maintain a minimum balance (See the *Your Account* section of this document for applicable rate information.) in the account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method** — We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits** — Interest begins to accrue on the business day you deposit noncash items (for example, checks).

## **NB CORP RELATIONSHIP MMA**

**Rate Information** — Your interest rate and annual percentage yield may change.

**Frequency of Rate Changes** - We may change the interest rate on your account at any time.

**Determination of Rate** — At our discretion, we may change the interest rate on your account.

**Compounding and Crediting Frequency** — Interest will be compounded continuously. Interest will be credited to your account every month.

**Effect of Closing an Account** — If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum Balance to Open The Account** — You must deposit \$250 to open this account.

**Minimum Balance to Obtain the Annual Percentage Yield Disclosed** — You must maintain a minimum balance (See the *Your Account* section of this document for applicable rate information.) in the account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method** — We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits** — Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction Limitations** - Transfers from an NB Corp Relationship MMA account to another account or to third parties by preauthorized, automatic, telephone or computer transfer or by check or similar order to third parties are limited to six (6) per monthly statement cycle.

## **NB BUSINESS MONEY MARKET IRA**

**Rate Information** — Your interest rate and annual percentage yield may change.

**Frequency of Rate Changes** - We may change the interest rate on your account at any time.

**Determination of Rate** — At our discretion, we may change the interest rate on your account.

**Compounding and Crediting Frequency** — Interest will be compounded continuously. Interest will be credited to your account every month.

**Effect of Closing an Account** — If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum Balance to Open The Account** — You must deposit \$250 to open this account.

**Minimum Balance to Obtain the Annual Percentage Yield Disclosed** — You must maintain a minimum balance (See the *Your Account* section of this document for applicable rate information.) in the account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method** — We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits** — Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction Limitations** - Transfers from an NB Business Money Market IRA account to another account or to third parties by preauthorized, automatic, telephone or computer transfer or by check or similar order to third parties are limited to six (6) per monthly statement cycle.

## NB BUSINESS SAVINGS

**Rate Information** — Your interest rate and annual percentage yield may change.

**Frequency of Rate Changes** — We may change the interest rate on your account at any time.

**Determination of Rate** — At our discretion, we may change the interest rate on your account.

**Compounding and Crediting Frequency** — Interest will be compounded continuously. Interest will be credited to your account every month.

**Effect of Closing an Account** — If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum Balance to Open The Account** — You must deposit \$10 to open this account.

**Minimum Balance to Obtain the Annual Percentage Yield Disclosed** — You must maintain a minimum balance of \$10 in the account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method** — We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits** — Interest begins to accrue on the business day you deposit noncash items (for example, checks).

## CERTIFICATE OF DEPOSIT

**Rate Information** — Your interest rate and annual percentage yield will remain in effect until the first maturity date.

**Compounding Frequency** — Interest will be compounded continuously.

**Crediting Frequency** — Interest will be credited to your account every month.

**Effect Of Closing An Account** — If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum Balance To Open The Account** — You must deposit \$1,000 to open this account.

**Minimum Balance To Obtain The Annual Percentage Yield Disclosed** — You must maintain a minimum balance of \$1,000 in the account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method** — We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual Of Interest On Noncash Deposits** — Interest begins to accrue on the business day you deposit noncash items (for example, checks).

### Transaction Limitations.

- You may not make any deposits into your account before maturity.
- You may not make withdrawals of principal from your account before maturity.
- You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.
- If Your Account Has an **Original Maturity of More Than One Year**: The fee we may impose will equal six (6) months interest on the amount withdrawn subject to penalty.
- **Early withdrawal penalties** (*a penalty may be imposed for withdrawals before maturity*) —
  - If Your Account Has an **Original Maturity of One Year or Less**: The fee we may impose will equal three months interest on the amount withdrawn subject to penalty.
  - If your account has an **Original Maturity of More Than One Year**: The fee we may impose will equal six (6) months interest on the amount withdrawn subject to penalty.

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

**Withdrawal of Interest Prior to Maturity** — The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically Renewable Time Account** — This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least thirty (30) days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

You will have ten (10) calendar days after maturity to withdraw the funds without a penalty.

## IRA

**Rate Information** — Your interest rate and annual percentage yield will remain in effect until the first maturity date.

**Compounding Frequency** — Interest will be compounded continuously.

**Crediting Frequency** — Interest will be credited to your account every month.

**Effect of Closing an Account** — If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum Balance to Open the Account** — You must deposit \$250 to open this account.

**Minimum Balance to Obtain the Annual Percentage Yield Disclosed** — You must maintain a minimum balance of \$250 in the account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method** — We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits** — Interest begins to accrue on the business day you deposit noncash items (for example, checks).

### Transaction Limitations:

- You may not make any deposits into your account before maturity.
- You may not make withdrawals of principal from your account before maturity.
- You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.
- If Your Account Has an **Original Maturity of More Than One Year**: The fee we may impose will equal six (6) months interest on the amount withdrawn subject to penalty.
- **Early withdrawal penalties** (*a penalty may be imposed for withdrawals before maturity*) –
  - If Your Account Has an **Original Maturity of One Year or Less**: The fee we may impose will equal three months interest on the amount withdrawn subject to penalty.
  - If your account has an **Original Maturity of More Than One Year**: The fee we may impose will equal six (6) months interest on the amount withdrawn subject to penalty.

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

**Withdrawal of Interest Prior to Maturity** — The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically Renewable Time Account** — This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least thirty (30) days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

You will have ten (10)calendar days after maturity to withdraw the funds without a penalty.

PRIVACY POLICY  
 (REVISION DATE JULY 2010)

**FACTS**

**WHAT DOES NEEDHAM BANK DO WITH YOUR PERSONAL INFORMATION?**

**WHY?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**WHAT?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number
- Transaction History
- Credit History
- Account Balances
- Payment History
- Credit Scores

When you are no longer our customer, we continue to share your information as described in this notice.

**HOW?** All financial companies need to share customer’s personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer’s personal information; the reasons Needham Bank chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES NEEDHAM BANK SHARE?	CAN YOU LIMIT THIS SHARING?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates’ everyday business purposes</b> — information about your transactions and experiences	No	We Do Not Share
<b>For our affiliates’ everyday business purposes</b> — information about your creditworthiness	No	We Do Not Share
<b>For our affiliates to market to you</b>	No	We Do Not Share
<b>For nonaffiliates to market to you</b>	No	We don’t share

# QUESTIONS?

Call **781-444-2100** or go to **NeedhamBank.com**

## WHO WE ARE

**Who is providing this notice?**

Needham Bank

## WHAT WE DO

**How does Needham Bank protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured filed and buildings.

All of our operational and data processing systems are located in secure environments that are protected from unauthorized third parties.

**How does Needham Bank collect my personal information?**

We collect your personal information, for example, when you

- Open an account or apply for a loan
- Pay your bills or use your credit or debit card
- Make a wire transfer

We also collection your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for your rights under state law.

## DEFINITIONS

**Affiliates**

Companies related by common ownership control. They can be financial and nonfinancial companies.

- Needham Bank has no affiliates.

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Needham Bank does not share with non-affiliates so they can market to you.

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners may include securities brokers.

## OTHER IMPORTANT INFORMATION

Needham Bank has established standard and practices to ensure compliance with the provisions of M.G.L. C 93H relative to the safeguarding of personal information contained in both paper and electronic records for the residents of the Commonwealth of Massachusetts.

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# LOCATIONS

VISIT ANY OF OUR CONVENIENT BRANCHES OR ATMS

## BRANCHES

### Ashland

41 Front Street  
Ashland, MA 01721

### Dedham

326 Washington Street  
Dedham, MA 02026

### Dover

60 Centre Street  
Dover, MA 02030

### Medfield

520 Main Street  
Medfield, MA 02052

### Millis

857 Main Street  
Millis, MA 02054

### Mission Hill

1457 Tremont Street  
Mission Hill, MA 02120

### Natick

17 West Central Street  
Natick, MA 01760

### Needham

1063 Great Plain Avenue  
Needham, MA 02492

### Wellesley

458 Washington Street  
Wellesley, MA 02482

### Westwood

341 Washington Street  
Westwood, MA 02090

## ATMS ONLY

### Needham

Beth Israel Deaconess  
148 Chestnut Street  
Needham, MA 02492

### Westwood

Fox Hill Village  
10 Longwood Drive  
Westwood, MA 02090

## SPECIALIZED BANKING CENTER

### Medford

400 Mystic Avenue  
Medford, MA 02155