

To Our Customers: This Document explains the terms, conditions, and disclosures that apply to your business deposit accounts and other services at Androscoggin Bank. If you have any questions regarding any account we offer, please feel free to call any branch office. We look forward to serving all your banking needs. To reach any office please call (800) 966-9172.

GENERAL CONDITIONS APPLICABLE TO YOUR ACCOUNT WITH US:

This Business Deposit Terms and Conditions, together with the disclosures contained in this brochure, and related attachments, constitutes the agreement (jointly the "Agreement") between Androscoggin Bank (hereinafter "we", "us" or the "Bank") and the depositor ("You" or "Your"). It sets forth the terms, conditions, rights, duties and obligations relating to your business deposit accounts. When you open a deposit account with us by signing an Account Agreement, and you receive a copy of this Agreement, you are agreeing to its terms. It is a legally binding contract. Please read and retain this Agreement so you can refer to it whenever you have a question about your account. The Bank reserves the right to refuse a deposit relationship and will notify you by mail to the last address of record regarding any such refusal.

PART 1 – GENERAL PROVISIONS

- a) Effect of State and Federal Laws and Regulations:** In addition to this Agreement, your Account is also governed by the laws of the State of Maine and other applicable states; the laws of the United States; the rules and regulations of the Board of Governors of the Federal Reserve System and operating letters of various Federal Reserve Banks; and the rules and regulations of the proper bank supervisory authorities. If any provision of this Agreement is declared invalid, unenforceable or illegal, that part will not affect the validity of the other provisions.
- b) Customer's Waiver of Notice:** By signing the Account Agreement, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account. For example, if a check that you deposited is dishonored and returned to the Bank, the Bank is not required to notify you of the dishonor.
- c) Waiver of Rights by the Bank:** We reserve the right to waive the enforcement of any of the terms of this Agreement with you with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any other customers or to enforce any of our rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement.
- d) Your Fraud Liability:** We may deny a claim for losses due to forged, altered or unauthorized transactions, items or signatures, if you do not guard against improper access to your checks, statements, deposit slips, endorsement and signature stamps, and account information. We may also deny your claim if you do not monitor your account and report problems as provided in this Agreement.
- We offer certain fraud prevention and detection products and services to business customers. If we have offered you one or more of these services, and you decline to use them or fail to implement them, or you fail to follow the procedures necessary for proper use of these products or services, or you fail to follow other precautions reasonable for your particular circumstances, you are precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items. In addition to the liability limitations above, you agree that, at a minimum, you will use the Positive Pay product we offer or recommend to you (or any subsequent product we may offer providing similar or better protection against fraud within a reasonable time after we offer or recommend it to you). In the event that we pay any fraudulent, unauthorized, altered, counterfeit or other fraudulent item that has not been verified by you pursuant to Positive Pay: 1. You shall bear any direct loss if you failed to properly utilize Positive Pay and we will not be required to re-credit your account or otherwise have any liability for paying such items. 2. We shall bear any direct loss if you properly utilize Positive Pay but we honored such fraudulent item contrary to the Positive Pay preferences you have established with us in writing. The appointment of liability herein applies solely to fraudulent items and does not affect any other type of loss addressed elsewhere in this Agreement.
- e) General Liability Limitations.** Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care. We are not liable to you for special or consequential losses or damages of any kind, including loss of profits and opportunity for attorneys' fees incurred by you.
- f) Modifications of Agreement by Bank:** We reserve the right to modify the terms in this Agreement at any time. Unless otherwise required by law, we may modify this Agreement, as well as any fees, charges or terms of your account(s), by sending to you, in your statement (whether you have elected to receive paper or electronic statements) or to your statement mailing address or email address if you have elected to participate in electronic communications, a written notice of the modification. Such modification will be effective upon the date specified in the notice.
- g) Termination of Account Relationship:** This Agreement can be terminated either by you or by us at any time upon written notice. Such a termination will not release you from any fees or other obligations incurred before the termination, those you incur in the process of closing your account, or for your liability on outstanding items. You agree that notice of termination of this Agreement by us will be considered "reasonable" if it is sent to you in the same manner and location as your periodic statements at least 10 days prior to the date of account termination. You also agree that in some instances we may provide less notice if we determine in our sole discretion we are required to do so by law. If we terminate your Account, we will send you the balance of funds. The Bank shall not be liable for dishonoring any item drawn on the Account and presented for payment after such remittance or termination. We may decline to collect any item or items deposited in the Account after giving you said notice.

- h) Notice:** Any written notice you give to us is effective when it we receive it and have a reasonable time to act on said notice. Any written notice we give to you is effective when it is sent to you either via the United States Mail, postage prepaid and addressed to you at your statement mailing address or when it is sent via electronic mail to the electronic mail address you have provided to us to receive electronic statements. Notice to any one owner of the Account is notice to all owners of that Account.
- i) Dispute Resolution:** Any controversy relating to this Agreement or any portion hereof, or the breach hereof, shall be determined by arbitration in the City of Portland, State of Maine, U.S.A., in accordance with the Commercial Arbitration Rules of the American Arbitration Association, using arbitrators who are experienced business/commercial litigators admitted before the bar of any state of the United States.
- (i) Arbitrators shall be compensated for their services at the standard hourly rate charged in their private professional activities, and the costs of such compensation shall be shared equally by the parties.
 - (ii) To the extent reasonably practicable, both parties agree to continue performing their respective obligations under this Master Services Agreement while any dispute is being resolved. All matters relating to any arbitration hereunder shall be maintained in confidence. All arbitration proceedings, including arguments and briefs, shall be conducted in English.
 - (iii) IN THE EVENT THAT THE ABOVE ARBITRATION PROVISION IS OR BECOMES INAPPLICABLE FOR ANY REASON, BANK AND CUSTOMER EACH AGREE THAT NEITHER BANK NOR CUSTOMER SHALL (I) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS MASTER SERVICES AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF OR THE RELATIONSHIP BETWEEN BANK AND CUSTOMER; OR (II) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANOTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER BANK NOR CUSTOMER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. BANK AND CUSTOMER EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE.
 - (iv) This provision shall survive the termination of this Agreement.
 - (v) Attorneys' Fees. If any action is brought by either party against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorneys' fees, costs of court, expert witness fees and other expenses of action.
- j) Account Use:** You may not use your deposit account or any other financial service we provide for any illegal purpose, including, but not limited to, the origination, receipt, or processing of illegal Internet gambling transactions as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder, and activities in violation of United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets Control ("OFAC"). In the event we identify a suspected restricted transaction, we may block or otherwise prevent or prohibit such transaction and further we may close the deposit account or end the relationship.
- k) Online or Mobile Services.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.
- l) Sample of Your Signature.** To determine the authenticity of your signatures, we may refer to the signature card or to a check or other document upon which your signature appears. We may use an automated process to reproduce and retain your signature from a check upon which your signature appears and use that as your authorized signature. For example, if you open a checking account using our online or mobile services you agree that we will use the maker signature on the first check to clear the account as your authorized signature.
- m) Business Insurance Rights.** You agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your accounts. You will provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

PART 2 – ACCOUNT OWNERSHIP

- a) Account Agreement Designation:** The classification of your Account as a business account, and the form of ownership for your Account, are designated on the Account Agreement you sign when you open the Account. The following provisions describe the rules applicable to the various classifications and forms of ownership available for business accounts. Only the provisions relating to the classification and form of ownership designated on the Account Agreement apply to your Account.
- b) Account Type – Business Account:** A Business Account can be opened by corporations, unincorporated business associations, partnerships, sole proprietorships or other entity operated on a for-profit basis; corporations and associations operated on a not-for profit basis; all governmental units; any individual who intends to use the account for carrying on a trade or business, or fiduciaries. You agree you are opening a business account and you will not use it for personal, family or household purposes.
- c) Deposit Account Opening Documentation Requirements.** As part of our deposit account opening process, we will require you to:
- (i) Provide us with certain resolutions, authorizations, or other documents or instructions (the "Account Opening Documents") evidencing your ability to open a deposit account and to conduct transactions on such deposit account. We reserve the right to refuse to accept or recognize any such Account Opening Documents that are either not provided by us, that appear to be incomplete or improperly executed, or that are otherwise unacceptable to us.
 - (ii) Provide us with documents and/or other information that may be required by law or regulation when establishing a deposit account.
- d) Ownership of Accounts and Right to Conduct Transactions:** We offer Single-Party Accounts (also known as "individual accounts") and Multi-Party Accounts (also known as "joint accounts"). It is your obligation to ensure that the ownership form properly reflects your intention. No one owner may change the form of ownership on a joint account without the agreement of all account owners. Multiple signature requirements not established when the account is opened may only be established with

the agreement of all owners. Each joint owner guarantees the signatures of the other joint owners and authorizes the other to indorse checks for deposit if they are payable to any of the joint owners. Notice provided by us to any one joint owner is notice to all joint owners. An account may not be assigned, or ownership transferred without our prior written consent.

- e) **A Single Party Account** is an account in the name of only one person or entity who has sole rights to the amounts therein.
- f) **Multi-Party Accounts** are accounts owned by more than one individual. All Multi-Party Accounts are opened as "joint tenants with rights of survivorship". Multi-Party Accounts can only be held by individuals.

Any owner of a joint account may unilaterally withdraw, transfer or otherwise dispose of all of the funds in the account, close the account, enter into special agreements regarding the account and stop payment on any items drawn on the account. Joint accounts may take several legal forms, but unless otherwise clearly specified in the account documentation:

- All accounts are deemed to be Joint Tenants Accounts with Survivorship Rights. "Joint tenants" means each of you can control the Account(s) as if you were the only owner, including the right to withdraw all the funds and close your Account(s). "Right of Survivorship" means that upon the death of any owner of a multi-party account, the account will belong to the survivor and not pass to the owner's estate; and
- All joint accounts will require only one signature or authorization for any transactions related to the account.

- g) **Multi-Party Accounts with Survivorship Rights** are accounts, which, upon the death of one owner, pass to the other owner(s). If there is more than one other owner, it will pass to the other owners as joint tenants with survivorship rights.
- h) **Payable on Death Accounts ("POD")** are accounts that may be established by an owner who designates one or more beneficiaries who are to benefit from the account after the death of the account owner(s). The account owner(s) has full rights to the account and may at any time withdraw any or all of the funds and otherwise modify the account type and/or ownership form. The owner may change or eliminate the beneficiary designation at any time. The term "owner" does not include the beneficiary. These accounts are payable to the beneficiary if the beneficiary is living at the time of the owner's death. If there is more than one beneficiary, the beneficiaries will share equally in the account after the death of all of the owners. We do not allow business purpose accounts to designate POD beneficiaries on accounts.
- i) **Conducting Transactions:** We are not obligated to, and generally will not, question the motives or purpose with respect to any transaction. This is true whether an owner conducts the transaction, or one authorized to act on an owner's behalf ("authorized signer(s)"). However, we may decline or delay any transaction if we are not satisfied that the individual conducting the transaction can properly identify himself or herself or, if not an owner, that he or she is properly authorized to conduct the transaction.
- j) **Liability of Account Owners:** All owners are jointly and severally liable for all charges and obligations with respect to the Account, including without limitation, liability for overdrafts. This means that we can seek the full amount owed to us from any one of the owners. You authorize us to deduct directly from your Account the amount of any charge. This includes charges for special services not listed on the Schedule of Fees and Charges or Fee Schedule. Each owner, regardless of account type, also authorizes us to exercise setoff and enforce our security interest. This includes our right of setoff and security interest in any Garnishments against any account owners.

PART 3 – RULES GOVERNING DEPOSIT ACCOUNTS

- a) **Enhanced Due Diligence.** To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who ultimately own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes. For the purposes of this enhanced due diligence, a legal entity includes a corporation, limited liability company, partnership, and any other similar business entity formed in the United States or a foreign country. We may require you to provide the name, address, date of birth and social security number (or passport number or other similar information, in the case of foreign persons) for the following individuals (i.e., the beneficial owners):
- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
 - (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer).

We may also ask to see a copy of a driver's license or other identifying document for each beneficial owner provided.

- b) **Withdrawals:** You agree that all parties named on the account may withdraw by any means available on the account any or all monies that are in the account, whether or not this may cause an overdraft. An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer).

We may also ask to see a copy of a driver's license or other identifying document for each beneficial owner provided.

- c) **Credit Reports:** You authorize us to obtain a credit report on your business, unless you are a sole proprietor, then you authorize us to obtain a credit report on you as an individual. We may also report your account activity to credit bureaus, including any accounts of your business, your sole proprietorship, or that belong to you individually. Specifically, we may report information about your account to ChexSystems including negative information. Non-sufficient funds, multiple overdrafts, or suspicious activity or if we close your account due to poor account management, it may be reflected in your ChexSystems report.
- d) **Schedule of Fees and Charges:** Your account may be subject to monthly maintenance and transaction fees and other miscellaneous charges as set forth in the Schedule of Fees and Charges or Fee Schedule and product features document. You agree to pay those charges. You agree we may automatically deduct any such fees and charges from your account without notice to you. We will not be liable for dishonoring checks or other withdrawal orders because of insufficient funds resulting

from proper deduction of fees. The Schedule of Fees and Charges or Fee Schedule is provided to you when you open your account. We will publish notice of any new or increased charges thirty (30) days before their effective date or as required by law. Otherwise, changes are effective as indicated on the notice. Your continued use of the Account after the effective date is your agreement to those changes.

- e) **Deposits:** You may make deposits in person, by mail or by any other method we make available to you. We are not responsible for deposits made by mail or through a depository not staffed by our personnel until we actually received them. If you fail to indorse an item that you submit for deposit, we have the right, but are not obligated, to supply the missing indorsement. We may require that certain government checks, insurance company items or other special types of checks be personally indorsed by each of the payees. You agree to reimburse us for any loss or expense we incur because you fail to indorse an item exactly as it is drawn. If we receive an item on a weekend, holiday or after our cutoff time on a business day, the item is deemed to have been received on our next business day. Our business days and cutoff times are posted at our offices and are subject to change from time to time in our discretion. You agree that all parties named on the account may deposit cash or may indorse for deposit to said account and may authorize us to accept and place to your credit any instrument payable to you. We reserve the right to limit your use of monies deposited until they are collected.
- f) **Collection of Items:** In receiving items for deposit or collection we act as your collection agent and assume no responsibility beyond the exercise of due care. Special instructions for handling an item are only effective if made in writing and given to us with the item in question. We will not be liable for default or negligence of its correspondents or for loss in transit and which correspondent will only be liable for our own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve and Clearing House rules. All items are credited subject to final payment receipt of proceeds by us. Without prior notice to you, we may charge back any item at any time before final payment, whether returned or not, and may also charge back any item drawn on it if, with the normal handling period for such item, the item cannot be honored against the drawer's account. We are authorized to pursue collection of previously dishonored items, and in so doing it may permit the payor bank to hold an item beyond the midnight deadline.
- g) **Inactive Accounts:** If your account is inactive for three years and we are not able to reach you by mail, Maine law requires us to transfer your account to the State as abandoned property. All time deposits (CDs) with terms longer than one year will be allowed five renewals before being declared inactive. Please see our Schedule of Fees and Charges or Fee Schedule for applicable charges on inactive accounts.
- h) **Assignment of Account:** No pledge, assignment, or other transfer of any account, whether by purchase and assumption, assignment, sale, merger, acquisition, gift or otherwise, shall be binding on us unless acknowledged by us in writing. Unless we agree otherwise in writing, the account will remain subject to our rights of set off even after we receive notice of the transfer. Accounts are transferable only on our records. We reserve the right not to acknowledge or accept any attempted transfer of an account. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest or deposit account control agreement, except as required by law. If you have granted to us a security interest in your account to secure debt you owe to us, we will be deemed to have control of your account under the Uniform Commercial Code.
- i) **Non-sufficient Balance:** We may refuse payment of and return as unpaid to the presenting party any or all items drawn by you on the your account and presented to us on any banking day, when at the opening of business that day there is not sufficient available funds in the account to pay the total amount of such items, unless you have a Line of Credit Agreement or a linked deposit account with sufficient available balance. Overdraft charges apply to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means, as applicable
- j) **Suspension of ATM/Debit Card:** If we block your card for reasons such as loan delinquency, negative balance or any other account situation, you will be assessed a reactivation charge upon reactivation of the blocked card. Please see our Schedule of Fees and Charges or Fee Schedule.
- k) **Fraud Account Closure.** If you or we suspect that your account is or may be compromised, we may recommend that you close your account and open a new account. If there are any unauthorized transactions on your account, we recommend you close your account and open a new one. If we recommend that you close your account and you do not do so, we are not liable to you for subsequent losses or damages on the account due to unauthorized transactions. When you open a new account, you are responsible for notifying any third parties that need to know your new account number.
- l) **Authorized Signers:** You agree to give us certified copies of resolutions from your board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to us which specifically authorizes certain persons to take certain actions with respect to any of your Accounts, including, without limitation, signing, accepting, or endorsing checks, notes, bills, drafts, or other instruments drawn or deposited to your Accounts, or otherwise transferring funds to or from your Accounts ("Authorized Signers"). Such resolutions or other certificates of evidence of authority must set forth the name and title of each Authorized Signer and must be in a form and substance satisfactory to us. Until properly notified in writing of any change in such authorization and we have had a reasonable period of time to act upon such notice, we may pay, apply, or otherwise honor and charge your Account, without inquiry, without limit as to amount, and without regard to the application of the proceeds thereof (even if drawn or indorsed to the order of any Authorized Signer or other person signing the same, and/or tendered by such person for cashing, in payment of the individual obligation of such person, and/or for deposit to such person's personal account), for all instruments or orders for payment or transfer of money for whatever purpose. To the fullest extent permitted by applicable law, you hereby waive demand, presentment, protest, notice of protest or dishonor, and all other notices relating to any instrument made, drawn, or indorsed in your name, when such instrument is signed, accepted or indorsed by an Authorized Signer. You must notify us immediately and in writing of any change in the status of any Authorized Signers. We may ask you to give us additional documentation. No action taken by us before we receive proper notification in writing of any such change shall be affected by any such notice. You agree to send any such written notice to any Bank branch location.
- m) **Statement of Account:** We shall send to you at the close of each accounting period for any statement account (as determined by us from time to time), a statement for the preceding accounting period, together with the items or other evidence of charges against the account for that period. You are obligated to promptly examine the statement and to report promptly to us any dispute or difference of account for whatever reason. Unless we receive written notice of any claimed dispute or difference of account within thirty (30) days after the statement date and items shall have been sent or made available to you, you shall be precluded from asserting any dispute or difference as to the Account as rendered. You shall not be relieved of the duty to examine and report any unauthorized transaction because you did not receive your statement unless you notify us that you did not receive your statement within thirty (30) days of the date upon which you customarily receive your statement.

Pursuant to the rules of the National Automated Clearing House Association ("NACHA") which govern the processing of electronic funds transfers received through an automated clearing house or the funds transfer system of the Federal Reserve Banks (each an ACH Entry), instructions to reverse erroneous or unauthorized ACH Entries affecting the accounts of non-consumers must be submitted within two (2) days, therefore you must notify us of any erroneous or unauthorized ACH Entries affecting your account within one (1) day of the ACH Entry posting to your account so that we can submit a reversal ACH Entry on your behalf within the NACHA imposed time limit. Failure to meet the NACHA time limit may not prevent you from recovering any losses you may suffer as a result of an erroneous or unauthorized ACH Entry posting to your account, but it will make any such recovery more time consuming and difficult.

- n) **Restrictive Signing Authorities:** We are not required to comply with any multiple-signature requirement, even if your Account Agreement specifies that multiple signatures are required, or you have otherwise instructed us to do so. A multiple-signature requirement is for your internal control purposes only.
- o) **Use of Facsimile Signatures:** If we allow you to use a facsimile signature, you understand and acknowledge that we will not be able to determine whether the facsimile signature on any item is authentic or has been authorized by you. We will not be liable for any losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury which you may incur or that may be asserted against you or us in connection with (i) the authorized or unauthorized use or reproduction by any person of any actual or purported facsimile signature; (ii) any payment which we make in reliance upon any such facsimile signature. You will indemnify and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses or other harm or injury that we may incur or suffer for any payment that we may make in reliance upon any such facsimile signature and/or reproduction thereof. It is your responsibility to ensure that your facsimile signature stamp is stored in a secure manner when not in use.
- p) **Night Depository:** You expressly agree that the use of the night depository service is at your own risk. We will not be responsible for any loss or damage sustained by you in the use of the night depository service resulting from any cause whatsoever, including mechanical defects or malfunction of the night depository itself, unless such loss or damage is directly caused by our negligence or willful misconduct. We do not insure the contents of any bag, envelope or container (jointly "containers"). You authorize us to open the containers and process for deposit any coin, currency or negotiable instruments found therein. When we open the night drop, two of our officers or employees will be present. If there are any discrepancies between the amounts shown on the deposit slips and the actual contents, we will promptly notify you in writing of the discrepancies. You will be entitled to credit only for the actual contents as determined by the bank officers or employees, regardless of what is stated on the deposit slip.
- q) **Transaction Limitations and Requirements:** Funds will be made available for deposited items in accordance with the enclosed Funds Availability Policy. Nevertheless, we reserve the right to charge the account for the amount of any item returned to us together with applicable charges. We also reserve the right to refuse an item for deposit or cashing where collectability is doubtful, such as in the case of an altered check, a stale check, a check missing necessary signatures, a check which on its face has inconsistent or missing information, a check on a form which is likely to be rejected, etc.
- We reserve the right to refuse any transaction attempted on a form or in a manner not approved by us. Our willingness to allow such a transaction on one occasion does not obligate us to do so in the future.
 - We reserve the right to refuse any transaction that may cause an overdraft. Our willingness to allow such a transaction on one occasion does not obligate us to do so in the future. If we allow an overdraft, you are required to pay us the amount of the overdraft and any charges that we may impose in connection therewith.
 - We may pay a check prior to the date on the check unless we have received prior written notice to the contrary with respect to the specific item with enough time for us to act.
 - We are not obligated to honor restrictive legends on checks written by you unless we have agreed in writing to do so.
- r) **Stale and Post-Dated Items:** We maintain the option either to pay or dishonor any stale check (one more than six months old) upon presentation to us. You agree that we will also not be liable to you for charging your account before the indicated date on a properly payable but post-dated check.
- s) **Stop Payments:** Any one owner of the account may make a stop payment on any item written on the account, regardless of which owner wrote the item. A stop payment must be received by the Bank prior to its cashing, paying or certifying the item. The order must be made in a manner allowed by law and must clearly identify the payee, amount, number and date of the item. We will not be liable if the information you give is not correct or if you fail to give any reasonable information regarding the item and the stop payment cannot be completed. If we allow the stop payment to be initiated orally, the stop payment is only valid for 14 calendar days unless it is confirmed in writing within that period. A written stop order is effective for six months. Renewals must be in writing and may be made from time to time. A written stop order, renewal or revocation will be valid upon delivery to us once we had a reasonable amount of time to implement the order. If we re-credit your Account after paying a check over a valid and timely stop order, you agree to transfer to us all of your rights against the payee or other holder of the check, and to assist us in legal action taken against that person later on. A release or cancellation of a stop order may be given by any person who is authorized to draw checks against the account. Stop payment orders on cashier's checks, certified checks or money orders are not permitted.
- t) **Automated Processing of Items:** You recognize that we adopted automated collection and payment procedures. You agree that in order to facilitate automated processing that we may disregard all information on the item other than the drawer's signature, the identity of the drawee bank, the amount of the item and any other information that may be encoded onto the item, according to general banking standards, whether or not that information is consistent with other information on the item. You agree to reimburse us for any loss or expense it incurs because you issue an item containing such extra information. Furthermore, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time.
- u) **Phone Transfers:** We may allow phone transfers by any of the owners or authorized signers of the Account. Owners and/or authorized signers may transfer to accounts with a different ownership/legal structure so long as they are also an owner or authorized signer on the account to which the funds are transferred.
- v) **Bank's Right of Set-Off and Security Interest:** Without prior notice (subject to any restriction or requirement provided by applicable law or regulation) we may set off any or all of the funds in your account (except for IRA accounts and other tax deferred accounts, the debt is created by a consumer credit transaction under a credit card plan; or the debtor's right of withdrawal arises only in a representative capacity) against the obligation of any of you to the Bank that is then due and payable. We will not be liable to you or any third party for any loss or claim resulting from the dishonor of any check drawn on the account or your inability to pay others as a result of our exercise of the Right of Set-Off, and you agree to hold us harmless from any such claim. In the case of a Multi-Party account, each owner agrees that we may use the money in the Account to satisfy any one of their individual obligations. Similarly, each owner agrees we may use the money in their individual accounts to satisfy

obligations in the Multi-Party Account to satisfy any one of their individual obligations. The security interest granted by this Agreement is consensual and is in addition to our right of setoff.

- w) **Legal Process Against Account:** If legal action such as a tax levy, attachment, garnishment, etc., is brought against your Account, we may refuse to pay out any money from your Account until the dispute is resolved. If your Account is attached, garnished or otherwise subject to levy by lawful legal action, we will not be liable to you for any sums it may be required to pay because of such attachment, garnishment or other levy, even if paying the money from your account leaves insufficient funds to pay a check or other item you have issued. If we incur any expenses, including without limitation, reasonable attorney fees, in responding to an attachment, garnishment or other levy that is not otherwise reimbursed, it may charge such expenses to your Account without prior notice to you. Any garnishment or other levy against your Account is subject to our right of setoff and security interest.
- x) **Other Adverse Claims:** If we receive notice of an actual or potential adverse claim to your account or the funds in your Account, we may in our discretion refuse to pay out any money from your account for a reasonable period of time after receipt of notice of the actual or potential claim. Although we reserve the right to refuse to pay out any money from your Account if it has received notice of an actual or potential claim, we are not required to recognize any adverse claim unless 1- the claimant provides us with an acceptable bond indemnifying us against any and all liabilities, losses, damages, costs and expenses that might be incurred, including any loss resulting from dishonored checks or other items, 2- the claimant has obtained a court order from a court of competent jurisdiction in a case in which you are a party and served with a summons or 3 – you act as fiduciary for the claimant and the claimant gives us an affidavit setting for the nature of your fiduciary relationship and the facts upon which the claimant has reasonable cause to believe that you are about to misappropriate the funds.
- y) **Death or Incompetence:** Neither your death nor legal adjudication of incompetence revokes our authority to accept, pay or collect items until we know of the death or adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the Account.
- z) **Account Information Disclosure:** We will disclose information to third parties about your account or the transfers you make under any of the following conditions:
- Where it is necessary for completing transfers; or
 - In order to verify the existence and condition of our account for a third party such as a credit bureau or merchant; or
 - In order to comply with government agency or court orders; or
 - If you give us written permission;
 - Or as otherwise permitted by law.

aa) Automated Clearing House (ACH) Account Agreements:

From time to time, originators that you authorize may send ACH credits or debits to your Account. For each ACH transaction, you agree it is subject to the NACHA Rules or other funds transfer system rules as applicable, and that the following additional terms apply:

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the origination of the entry) shall not be deemed to have paid you in the amount of such entry.

A payment by the beneficiary's bank of a Funds Transfer from your Account to the beneficiary will be provisional until final settlement has been made or until payment is considered received under applicable law, and you agree that the beneficiary's bank may reverse its provisional credit and obtain a refund from the beneficiary and you, as the originator of the payment, will not be considered to have paid the beneficiary.

You authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH operating rules, ACH debit entries to your Account for electronic presentment or re-presentment of items written or authorized by you.

You may place a stop payment order on a preauthorized ACH debit in accordance with the terms of Part 5 of this Agreement.

- bb) **Notice Disclosure:** Under the NACHA Operating Rules which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.
- cc) **Choice of Law Disclosure:** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Maine as provided by the NACHA operating rules, which are applicable to ACH transactions involving your Account.
- dd) **Risk of Loss:** You agree to bear the risk of loss if: you elect to have your checks printed by a vendor that has not been approved by us; you use check stock or features (such as security features) that cause critical data to disappear or be obscured upon truncation; or you make your check out in a way (such as using a lightly colored ink) that causes critical data to disappear or be obscured upon truncation, or you make your check out in a way (such as using a lightly colored ink) that causes critical data to disappear or be obscured upon truncation.

PART 4 – INTEREST-BEARING ACCOUNTS

Interest-bearing accounts are subject to the general rules governing deposit accounts set forth in this Agreement. They are also subject to the following special rules:

a) Interest-Bearing Accounts Excluding Certificates of Deposits.

Interest Rates: The rate of interest paid on all interest-bearing accounts is subject to change from time to time in our discretion. Information concerning the computation of rate of interest paid on each type of account and the changes in those rates is set forth in a separate Product Features document. The current rate of interest being paid on each type of account is posted at our offices and can also be obtained by contacting any branch location or by calling 1-800-966-9172. Any change in interest rate becomes effective on the day the new rates are posted at our offices.

b) Interest Accrual and Crediting. Interest begins to accrue on the business day you deposit items. Accrued interest will be credited to your Account and become available for withdrawal on the interest payment date specified in our Schedule of Fees and Charges or Fee Schedule for your type of account. If your Account is closed prior to an interest payment date, all interest that has accrued up to the closure date will be credited to your Account at closure.

c) Notice of Prior Withdrawal. We reserve the right to, at any time, require not less than 7 days' notice in writing before any withdrawal from an interest-bearing account. While we are required to reserve this right, we do not currently exercise it.

d) Interest on Lawyers Trust Accounts ("IOLTA"). Interest earned on IOLTA Accounts (or similar lawyer trust accounts) is directed to the designated IOLTA Committee or bar foundation, as applicable. If you establish one of these types of accounts, you agree to comply with all of the applicable laws for such accounts. You authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if the applicable state requires notice of those events.

PART 5 – ELECTRONIC FUND TRANSFERS

This part only applies to electronic transactions.

a) Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your card or PIN (Personal Identification Number) has been lost or stolen. Telephoning is the best way of keeping your possible losses down; otherwise, you could lose all the money in your Account. Also, if your statement shows transfers that you did not make, tell us at once. You are responsible for any losses on the Account.

b) Telephone Number and Address to Be Notified in Event of Unauthorized Transfer

If you believe someone has transferred or may transfer money from your Account without your permission, call or write:

Androscoggin Bank EFT,
Customer Service Representative.
P.O. Box 1407
Lewiston, ME 04243-1407.

Our telephone number is (207) 784-9164 or (800) 966-9172.

c) What Constitutes Business Days of Androscoggin Bank

Our business days are Monday through Friday, 8:00 a.m. to 5:00 p.m. Holidays are not included.

d) Right to Receive Documentation of Transfers

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, you can call us at (207) 784-9164 or (800) 966-9172 to find out whether or not the deposit has been made.

Notice of Varying Amounts: If a regular payment 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.

Terminal Transfers: You should get a receipt at the time you make any transfer to or from your account at our automated teller machines or point-of-sale terminals.

e) Rights and Procedures to Stop Payment of Preauthorized Transfers

Right to Stop Payment and Procedure for Doing So: If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Call us at (207) 784-9164 or (800) 966-9172, or write: Androscoggin Bank, P.O. Box 1407, Lewiston, Maine 04243-1407, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. We will charge our standard stop payment charge for each stop payment order you give.

f) 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.

g) Androscoggin Bank's Liability for Failure to Make Transfers

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.

- If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If the circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions having been taken.
- If other exceptions are stated in our agreement with you.

h) Error Resolution Procedures Notice

If you have errors or questions about your electronic transfers or if you need more information about a transfer listed on the statement or receipt, call or write us as soon as you can. Our address is:

Androscoggin Bank EFT
Customer Service Representative
P.O. Box 1407
Lewiston, Maine 04243-1407
Our telephone number is: (207) 784-9164 or (800) 966-9172

We must hear from you no later than thirty (30) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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.

i) Charges for the Above Service

There may be a charge for each transfer of electronic funds. See the current Schedule of Fees and Charges, Fee Schedule and other Agreements governing those activities for details.

j) Types of Available Transfers

You may use your card to:

- Withdraw cash from your checking or statement savings account.
- Make deposits to your checking or statement savings account (where available).
- Transfer funds between your checking and statement savings accounts.
- Pay for purchases at places that have agreed to accept the card. Some of these services may not be available at all terminals.

You may use online or mobile banking to:

- Transfer funds to other financial institutions.

k) Limitations on Cash Withdrawals

If you have a Visa Check Card (Debit card), you may withdraw up to your daily limit of your available account balance as established when you opened your account. The standard daily limit is up to \$1000 in no more than six ATM cash withdrawals and up to \$4,000 in fifteen total daily transactions via a point-of purchase device, for a combined limit of no more than \$5,000 daily. Your limit may be different. If you exceed your limit, we may cancel your Debit card and/or overdraw your Account and assess any applicable charges.

If you transfer funds to another financial institution through online or mobile banking, the standard daily limit is \$15,000 per day, or \$30,000 per month within the first 30-days of online account access. After thirty (30) days, your limits increase to \$25,000 per day, or \$50,000 per month. You will be notified in the event your limit is different. If you exceed your limit, we may remove online banking access and/or overdraw your account and assess any applicable charges.

l) Delays in Posting Transactions

There may be a delay between the time you transact and the time the transaction appears on your account. This delay may affect withdrawals, transfers, deposits, and/or loan payments. Transactions made at ATMs may be delayed by up to 24 hours.

m) Complaint Procedure

To Our Customers: The Maine Bureau of Financial Institutions has established the following procedure to resolve disputes over deposit account transactions:

"If you have a dispute with your financial institution regarding your deposit account, you may contact the financial institution and attempt to resolve the problem directly.

If the financial institution fails to resolve the problem, communicate the problem and the resolution you are seeking by mail to:

Bureau of Financial Institutions
36 State House Station
Augusta, Maine 04333-0036

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following Internet address:

<http://www.maine.gov/pfr/financialinstitutions/complaint.htm>

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the results of the investigation. When your complaint involves a federally chartered financial institution, the Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred."

PART 6 - FUNDS AVAILABILITY

Our policy is to make funds from your deposits available to you no later than the first business day after the day of your deposit. At that time, you can withdraw the funds in cash, and we will use the funds to pay checks you have written or to pay electronic charges presented against your account.

- a) **Determining the availability of a deposit:** 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 day to be the day of your deposit. However, if you make a deposit after we close or on a day we are not open, we will consider the deposit was made on the next business day we are open. If you make a deposit before 4:00 p.m. at one of our automated teller machines (ATMs), we will consider that day to be the day of your deposit. If you mail funds to us, the funds are considered deposited on the day we receive them. Funds placed in a night depository or lockbox are considered deposited on the day we remove them and they are available for processing.
- b) **Same Day Availability:** Funds from the following deposits are made available on the same business day they become available to the bank.
- Funds received for deposit by an electronic payment;
 - Cash deposits made at the Bank's teller stations;
 - Wire transfers.
- c) **Case by Case Holds:** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. 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 day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.
- d) **Exception Holds:** 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 redeposit a check that has been returned unpaid;
 - You have overdrawn your account repeatedly in the last six (6) months;
 - There is an emergency, such as failure of communications or computer equipment.
 - You deposited checks totaling more than \$5,525.00 on any one day.
- 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. Funds generally will be available no later than the seventh business day after the date of your deposit.
- e) **Rules for New Account:** If you are a new customer, the following special rules may apply during the first thirty (30) days your account is open. The first \$5,525 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. Funds from wire transfers into your account will be available on the first business day after we receive the transfer. Funds from deposits of cash and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's and state and local government checks will be available on the first business day after the day of your deposit if the checks are payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If you do not make the deposit 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 ninth business day after the day of your deposit.
- f) **Holds on Other Funds:** 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.
- g) **Non-U.S. Financial Institutions:** Standard funds availability does not apply to foreign checks. We reserve the right to send any checks drawn on a foreign financial institution (including Canadian institutions) for collection. For each item sent, we will assess a collection charge plus any collection charges charged to us by other financial institutions that process the item as listed in our most recent Schedule of Fees and Charges or Fee Schedule. The funds represented by checks that are sent for collection are generally available within ten (10) to fifteen (15) days; however, the Bank may make the funds available to you prior to final settlement. You are responsible for any losses that may incur because you utilized funds prior to final settlement.
- h) **Checks Returned Subsequent to Funds Being Made Available:** If a check deposited to your account is returned to us unpaid after the funds have been made available to you, the amount of the check will be charged to your account. If there are non-sufficient funds in your account, we reserve the right to demand payment directly from you and to charge you for non-sufficient funds as posted in our most recent Schedule of Fees and Charges or Fee Schedule.

SUBSTITUTE CHECKS AND YOUR RIGHTS (Check 21): 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. You may receive a substitute check, such as when a check you deposited is returned unpaid. If you or a third party acting on your behalf creates a substitute check and the substitute check is deposited in your account, you represent and warrant to us that each such substitute check meets all of the requirements under Applicable Law, including Regulation CC. If you deposit a substitute check and we suffer a loss, cost or expense as a result, you will have to pay us that amount.

PART 7. WIRE TRANSFERS

Incoming and outgoing wire transfers may be subject to a fee. See the Schedule of Fees and Charges or Fee Schedule for details.

a) WIRE TRANSFER REQUESTS. You may request the Bank to transfer funds from your Account at the Bank. The Bank, subject to then current Security Procedure as defined at 11 MRSA § 4-1201, will execute wire transfers in accordance with the request ("Request"). The Bank reserves the right to refuse any Request for any reason and shall have no liability for any such refusal. Funds must be available in the Account specified in the Request.

b) RESPONSIBILITIES.

- (i) Security. The Bank will offer at least one Security Procedure to you. You agree that the Bank will use such Security Procedure to detect an unauthorized Request prior to executing a wire transfer. You also agree that any Request acted upon by the Bank in compliance with a Security Procedure shall be deemed to be your authorized Request. You acknowledge that the Bank reserves the right to change a Security Procedure from time to time.
- (ii) Passwords and codes. As part of a Security Procedure, the Bank will assign to you one or more confidential passwords or codes to be used as a confidential identifier in your Requests. Requests will not be acted upon without correct codes. It is your responsibility to maintain the confidentiality of such codes and for notifying the Bank if you suspect the code has been compromised.
- (iii) Payment to Bank. You agree that the Bank may deduct the amount of the wire transfer, plus any applicable fees, from your Account, on or before the transfer. fees as posted in the Bank's Schedule of Fees and Charges or Fee Schedule, and are subject to change from time to time at the sole discretion of the Bank.
- (iv) Misdescription of Beneficiary, Beneficiary's Bank, or Intermediary Bank. You acknowledge and agree that when you provide the Bank with a name and account number in connection with a Request, payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. You also agree that your obligation to pay the Bank is not excused in such circumstances. Likewise, wire transfers received by the Bank may be paid by Bank solely on the basis of account number. You agree that Bank is not responsible for any delay arising out of Bank's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.
- (v) Account statements. All wire transfers will be reflected on your periodic statement. You must review each statement or other Bank notice for any discrepancies in connection with wire transfers. You must notify the Bank in writing immediately upon discovery of any suspected error or within thirty (30) days after you receive the first notice or statement, which has a discrepancy, whichever is earlier. Failure to do so will relieve Bank of any obligation with respect to any unauthorized or erroneous wire transfer.

c) LIABILITY.

- (i) Customer's Duty of reasonable care. You shall exercise good faith and reasonable care in observing and maintaining Security Procedures, in communicating Requests to the Bank, and in reviewing statements or notices for any errors or discrepancies, you are responsible for ensuring the accuracy of Requests and the Bank has no duty whatsoever to verify the accuracy of Requests, nor will it be liable for losses or damages arising out of unauthorized Requests or Requests which contain erroneous information.
- (ii) Liability of Bank. The Bank shall have no liability to you related to a Request unless the Bank engages in willful misconduct with respect to the Request. The Bank is not liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind.
- (iii) Liability of Customer. You are liable for any loss or damage to which your actions or failure to act contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by you.