Terms and Conditions of Your Account

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

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

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

(2) Agreement

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

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

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

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

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

"Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

(3) Liability

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

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

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

(4) Deposits

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

(5) Withdrawals

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

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

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

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

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

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

(5) Withdrawals, Continued

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

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

(6) Ownership of Account and Beneficiary Designation

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

(7) Rights at Death

Single-Party Account. At the death of the party, ownership passes as part of the party's estate.

Single-Party Account With Pay-on-Death Designation. At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation. In addition to the above terms, at the death of last surviving party, ownership passes to the surviving designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

Multiple-Party Account Without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

(8) Business, Organization, and Association Accounts

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

(9) Stop Payments

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

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

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

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

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

(10) Telephone Transfers

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

(11) Amendments and Termination

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

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

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

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

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

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

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

(12) Correction of Clerical Errors

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

(13) Notices

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

(14) Statements

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

(14) Statements, Continued

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

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

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

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

Duty to Notify if Statement Not Received. You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

(15) Reimbursement of Federal Benefit Payments

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

(16) Temporary Account Agreement

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

(17) 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.

(17) Setoff, Continued

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

(18) Check Processing

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

(19) Check Cashing

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

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

If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

(21) 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.

(21) Remotely Created Checks, Continued

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.

(22) 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.

(23) 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.

(24) 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.

(25) Complaint Resolution Procedure

If you have a dispute with your financial institution regarding your deposit or share account, contact the financial institution's consumer complaint representative or department 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 to:

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

To file a complaint electronically, you may contact the Maine Bureau of Financial Institutions at the following Internet address: http://www.maine.gov/pfr/financialinstitutions/ complaint.htm

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.

(26) 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.

(27) Agency (Power of Attorney) Designation

The agent is merely designated to conduct transactions on behalf of the owner or owners. Owners do not give up any rights to act on the account, and the agent may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

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 agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

For accounts owned by a single individual, the owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner.

If our policy allows for the designation of an agent on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the agent to act on his/her behalf. Any one owner may revoke or terminate the authority, and the agent's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the agency, the agency is terminated upon the death of the last surviving owner.

(28) Restrictive Legends or Indorsements

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

(29) Account Transfer

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

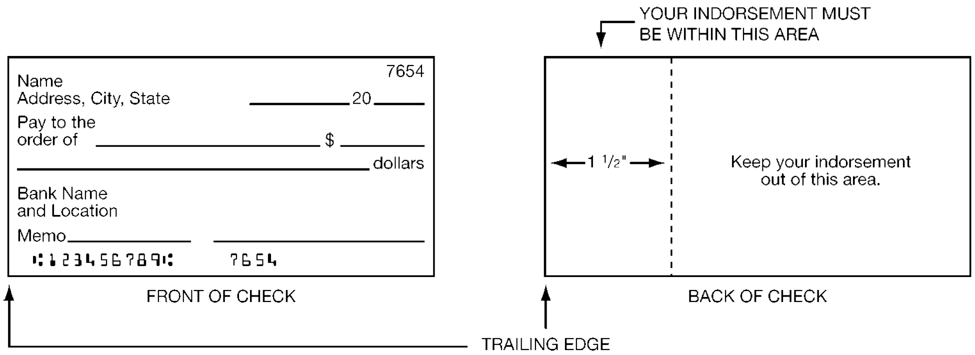
(30) Indorsements

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.

(30) Indorsements, Continued

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

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



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

(31) 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.

(32) 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.

(33) 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.

(34) Legal Actions Affecting Your Account

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

(35) Account Security

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

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

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

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

(36) Instructions From You

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

(37) Monitoring and Recording Telephone Calls and Account Communications

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

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

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

(38) Claim of Loss

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

(39) Early Withdrawal Penalties (and involuntary withdrawals)

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

(40) Changes in Name and Contact Information

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

(41) 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.

(42) Waiver of Notices

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

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(43) Additional Terms

Northeast Bank

Northeast Bank

DEPOSIT ACCOUNT TERMS and CONDITIONS-Continued

Deposit Accounts Terms and Conditions appear on the Terms and Conditions on Your Account form. The terms and conditions that are contained herein are additional and should be retained for your records. Not all Terms and Conditions apply to all account types.

Power of Attorney: If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment. Power of Attorney paperwork more than one (1) year old will require an affidavit to be signed affirming the POA is still in full force.

Ownership of Account and Beneficiary Designation: You (and your estate upon your death) release us and agree to indemnify and hold us harmless from and against our payment of any funds in the account to any party, whether a party is disabled, incapacitated, or deceased when payment is requested and whether one party survives any other party for any specific period.

Rights at Death: You (and your estate upon your death) release us and agree to hold us harmless from and against our payment of funds in the account to any surviving party or designated beneficiary as applicable.

Setoffs: We may exercise our setoff rights against all funds in any account to which you are a party.

Agency: Agency designation shall not be affected by the divorce or annulment of marriage of any party to the account. We may, but have no obligation to, refuse to recognize the authority of an agent if we believe that the agent is misusing the agent's authority. You (and your estate upon your death) release us and agree to indemnify and hold us harmless from and against any losses attributable to the designation, act, or omission of any agent on the account.

Additional Deposit Information: If any item you deposit is returned unpaid; we may debit your account and adjust any interest earned. We may also charge back any deposited item at any time before settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of any collection rights. Payment Order of Items: At the end of each business day, we process and post items to your account. When we "post" transactions, "credits" (deposits or any other credit to your account) are added to your Ledger Balance and "debits" (withdrawals and fees) are subtracted from your Ledger Balance. "Posting" a debit means the same as the Bank "paying" the debit. Items are posted to your account at the end of each business day, as follows:

- First, we add to your Ledger Balance deposit and credits.
- We then subtract from your Ledger Balance items presented to the Bank for payment against your account in categories by type of transaction in the following order:
  - (i) ATM withdrawals;
  - (ii) Everyday debit card transactions;
  - (iii) Recurring debit card transactions;
  - (iv) Internal transfers;
  - (v) Withdrawals (non-check) processed within Northeast Bank branches;
  - (vi) Checks processed within Northeast Bank branches;
  - (vii) ACH transactions; and
  - (viii) Checks processed outside Northeast Bank branches.
- Finally, we subtract from your Ledger Balance non-transaction fees (such as a Returned Statement Charge). Fees that are caused by a transaction, such as a Paid Item Fee or Return Item Fee, are processed and posted immediately after the transactions that caused the fee.

Within each category (i)-(viii), we post items in low to high order by dollar amount.

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

Understanding Your Account Balance: Your checking account has three kinds of balances: Ledger Balance, Current Balance, and Available Balance. The information below explains the differences between your three balances and how those balances affect your account.

Ledger Balance: Your Ledger Balance reflects all credits and debits that have posted to your account. Your Ledger Balance includes the full amount of deposits you have made even though some portion of a deposit may be on hold and not yet available to you. Your Ledger Balance is not reduced by holds for pending debit transactions. Your Ledger Balance is always greater than or equal to your Current Balance and Available Balance.

We use your Ledger Balance to determine whether there is enough money in your account to pay an item when it is presented for payment and to assess Paid Item Fees and Return Item Fees. See "Overdrafts" section for more information.

Current Balance: Your Current Balance is your Ledger Balance minus any holds for pending debit transactions. Your Current Balance includes the full amount of deposits you have made even though some portion of a deposit may be on hold and not yet available to you. We display your Current Balance in online banking, mobile banking, on receipts from the teller line, and at the ATM.

Available Balance: Your Available Balance is our most recent record of the amount of money available in your account for your use or withdrawal. Your Available Balance is your Ledger Balance minus any holds on your account, including holds on deposits you have made as well as holds for pending debit transactions. We display your Available Balance in online banking, mobile banking, on receipts from the teller line, and at the ATM. Among other things, we use your Available Balance (plus any available Overdraft Privilege coverage or linked-account funds) to determine whether to authorize or decline your debit card and other electronic transactions.

Your Current Balance and Available Balance may change during the course of a day as debit transactions and deposits are made. The account balances we disclose to you may not include all of your transactions, such as checks you have written that have not yet been presented for payment or upcoming automatic payments. It is your responsibility to keep track of your transactions in order to avoid overdrafts and fees.

Deposit Holds and Pending Debits: Deposits/Credits: For deposits and other credits, "posted" means the settlement process is complete and the entire deposit is yours to spend. A "deposit hold" is a hold placed on a deposit (or a portion of a deposit) you have made until the settlement process is complete. Please read our Funds Availability Policy for a detailed discussion of how and when we make deposited funds available to you.

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

Additional Withdrawal Information: Checks that are undated will be considered as payable on demand. We are not liable to you for paying any stale, postdated or undated check, and you agree to reimburse us for any loss we might suffer if we acted in good faith or exceed the amount of the check. Any damages you incur and which we may be liable for are limited to actual damages not to exceed the amount of the check.

If you have a Ready Reserve Account/ Demand Deposit Loan (DDL), a check or order that overdraws your balance will be paid, according to the terms of your Ready Reserve Account/ Demand Deposit Loan (DDL) Agreement, provided payment will not exceed your credit limit. If you have printed on your checks or orders any terms limiting the negotiability or payment of the check or order, you agree the Bank will not be responsible for any loss that may arise through its payment of any item that was not signed in a manner consistent with the restrictive signing instructions. Each joint owner agrees to reimburse the Bank for any overdraft regardless of whether the owner caused or benefited from the overdrafts.

Overdrafts: An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We use your Ledger Balance to determine whether you have enough money in your account to pay an item when it is presented for payment. If your Ledger Balance is insufficient to pay an item when it is processed and posted in the order set forth above, we may, in our sole discretion, pay the item (creating an overdraft) or return the item unpaid. We have no obligation to permit overdrafts on your account and a decision to do so for some transactions does not require us to do so for later transactions. We are not liable to you or any third party for our decision to either pay or return an item that exceeds your Ledger Balance. You agree that we may charge Paid Item Fee or a Returned Item Fee for overdrafts and return items. We may charge you a Paid Item Fee if we pay an item that exceeds your Ledger Balance. We may charge you a Returned Item Fee if we return an item unpaid due to an insufficient Ledger Balance.

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

For business accounts, if your account remains overdrawn for five consecutive business days, you will be charged a Recurring Overdraft Charge on the fifth such day, and each business day thereafter, until you bring your account to a positive balance.

The dollar amount of our Paid Item Fees, Return Item Fees and Recurring Overdraft Charge, as well as limitations on such fees, are set forth in our Fee Schedule and Understanding Overdraft Services and Fees disclosure.

If you overdraw your account, you must immediately pay all fees, overdrafts (i.e., amounts advanced to your account) and other amounts you owe us. If your deposit account is a joint account, all account owners agree that these repayment obligations are joint and several, regardless of which one of you may have initiated the transaction(s) that resulted in an overdraft or return item. You agree that these amounts may be paid out of any subsequent deposit to your account (including deposits of payroll and government benefits). Further, for business accounts, corporate executives, directors, officers, principal shareholders if any, and owners agree that they are individually, jointly, and severally liable for all overdrafts and fees, and must pay us such amounts immediately on demand, without right of deferment.

Dormant/Escheatable Accounts: If your account becomes escheatable, the State of Maine requires us to transfer the account to them to hold as unclaimed property. Property is presumed abandoned if it is unclaimed by the apparent owner during the times, as follows for the particular property: A demand, savings, or time deposit 3 years after the earlier of maturity or the date of the last indication by the owner of interest in the property. In the case of certain types of deposits, the following rules apply:

1) In the case of a time deposit that is automatically renewable, 3 years after the maturity of the deposit, except that a deposit that is automatically renewable is deemed matured on its initial date of maturity unless the apparent owner consented in a record on file with the holder to renewal at or about the time of the renewal and

2) In the case of a deposit for the benefit of a minor, the later of 3 years after the last indication of interest by the owner or the date on which the minor reaches 18 years of age

3) Property in an individual retirement account, defined benefit plan or other account or plan that is qualified for tax deferral under the income tax laws of the United States, 3 years after the earliest of the date of the date of the distribution or attempted distribution of the property, the date of the required distribution as stated in the plan or trust agreement governing the plan or the date, if determined by the holder specified in the income tax laws of the United States by which distribution of the property must begin in order to avoid a tax penalty;

Check Safekeeping: Check safekeeping means that your cancelled checks and documents are not returned with the statement but are stored for you on electronic records. If you have check safekeeping services, and you request a copy of a cancelled check, the Bank will send you a copy provided it represents the time period which the Bank maintains copies (normally six years). Please refer to Schedule of Fees for charges on Check copy requests. (If for any reason we cannot provide you with a copy of a check, our liability will be the lesser of the face amount of the check or the actual of the check or the actual damages sustained by you.)

Schedule of Fees: You will be notified at least 30 days in advance of any increases in these charges. All remittances, statements, items, notices, and other communication in writing given by the Bank to the depositor shall be deemed given when sent to the last address, which the depositor shall have designated, to the Bank in writing.

FDIC: Accounts are insured up to the maximum amount allowed by the Federal Deposit Insurance Corporation ("FDIC"). Information specific to Checking Accounts. Federal Reserve Requirements and for regulatory accounting purposes only, all checking accounts are classified as two sub accounts: 1) a non-transactional sub account which is not subject to reserve requirements; and 2) a transactional based sub account which is subject to reserve requirements. To improve our operating efficiency, we may choose to allocate funds between these two sub-accounts.

The bank sets and changes thresholds at our discretion and whenever your transaction account exceeds that threshold, funds may be allocated to the non-transaction sub-account once each day. When the funds are allocated to pay items presented against the transaction sub-account funds will be transferred from the non-transaction sub-account to the transaction sub-account up to six times per statement period. This process may occur monthly.

Your account balances, deposit and withdrawal transactions, account statement, interest calculations and the amount of any interest you may earn, service charges, funds availability, account number, FDIC insurance coverage, or any other particulars of your account will not be affected. All other rules and regulations which govern your account are in full force and effect.

This document is made a part of the Northeast Bank Funds Availability Schedule and Northeast Bank Schedule of Fees.

Early Account Closeout: We reserve the right to assess an account closeout fee if you request to close your account within 90 calendar days after the account is opened. Any applicable fee will be assessed in accordance with our current Fee Schedule. The Fee Schedule is subject to change as permissible by applicable law. This early closeout fee does not apply to Certificates of Deposit (CDs). However, CDs may be subject to an early withdrawal penalty is closed or redeemed before maturity, as described in the applicable Truth in Savings Disclosure.

Electronic Funds Transfers "EFT"

GENERAL EFT INFORMATION, TERMS and CONDITIONS

The Electronic Fund Transfers ("EFT") that Northeast Bank ("we") is capable of handling for a consumer (also referred to herein as "you") are indicated below. Some of the EFT discussed herein may not apply to your account and some EFT may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

Business Day

For purposes of this disclosure, "business day" is defined as those days that we are open to the public for handling substantially all of our business functions. Every day is a business day except Saturdays, Sundays, and federal holidays.

New Account

For the purposes of this disclosure, an account is considered "new" during the first 30 calendar days after it is established. An account is not considered "new" if each customer on the account has had, within 30 calendar days before the account is established, another account at the Bank for at least 30 calendar days.

Types of Transfers*

*None of the following except direct deposits are available with Holiday Club Accounts.

- **Direct Deposit:** You can make arrangements for certain direct deposits to be accepted into your checking, money market or savings account.

- **Preauthorized Withdrawals:** You may make arrangements to pay certain recurring bills from your Checking, Money Market or Savings account through the Automated Clearing House ("ACH"). You may make arrangements to transfer funds from your checking, money market or savings account to your account at another bank through ACH debit.

- **Telephone Transfers:** You may access your account(s) by telephone at 1-800-284-5989 using a touch- tone phone, your account numbers, and Personal Identification Number (PIN) to access your checking, savings, money market and loan accounts to obtain account information. You may access your checking, savings, or money market accounts by telephone to make internal transfers or make payments on Northeast Bank loans. Telephone transactions are limited to $500,000.00 per transaction.

- **Automated Teller Machine ("ATM") Transactions:** You may access your checking, savings, money market, or loan account at most ATMs by using your ATM Card or MasterCard Debit Card and personal identification number (PIN) to check your balance, make a deposit, transfer funds between your Northeast Bank accounts, or obtain cash withdrawals from a savings, checking or money market account. You may withdraw up to $500.00 ($210.00 Teen Freedom Checking) per card per calendar day. Some of these services may not be available at all terminals. If your account has insufficient funds, the transaction may still be processed overdrawing your account. If your account is overdrawn, you may incur a fee as set forth in the Schedule of Fees.

- **Debit Card Transactions:** You may access your checking or money market account(s) to purchase goods or services (in person, by phone, or online). obtain cash from a merchant, if the merchant permits, or from a participating financial institution. You may not exceed $2,500.00 ($300.00 Teen

Freedom Checking) in transactions per calendar day with your MasterCard Debit Card. If you use your MasterCard Debit Card at an ATM you may not exceed $500.00 ($210.00 Teen Freedom Checking) per calendar day. You may not exceed 20 transactions per calendar day with your MasterCard Debit Card.

- **Online Banking Transactions:** You may access your account(s) online by using your User ID and password to:
  - Access your consumer retail deposit and loan accounts to obtain account information.
  - Transfer funds among your checking, savings, money market accounts and into your loan accounts.
  - Make payments on Northeast Bank loans from your checking, savings, or money market account.
  - Pay vendors, merchants and other third parties from your checking account(s) or your money market account(s) (if you use the iPay Solutions bill payment service.)
  - Mobile Banking Transfers. You may access your account(s) by web-enabled mobile phone by logging on to your Online Banking account and using your mobile banking identification and password to:
  - Transfer funds among your checking, savings, and money market accounts
  - Make payments from checking, savings, and money market accounts
  - Get information on your checking, savings, money market and loan accounts, such as balances and account transactions
  - You may be charged access fees by your mobile phone provider based on your individual plan. Access to the Internet is required to use this service. Check with your mobile phone provider for details on specific fees and charges.

- **Electronic Fund Transfers Initiated By Third Parties:** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the ACH or other payments networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **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 pay for purchases or pay bills. You may make payment by electronic check or draft from your checking account.

- **Electronic check charge:** Make payment by electronic check or draft from your checking account.

GENERAL LIMITATIONS

Limits on Transfers. Transfers are limited to the available balance (including the available credit in your Overdraft Line of Credit) in your account.

FEES

- We charge $2.00 for each foreign ATM withdrawal transaction.
- We charge $3.00 for each Telephone Transfer (branch assisted).
- We charge $3.00 for transfers or payments originated from Northeast Bank to accounts at other banks through ACH Debit (external debit).
- We charge $10.00 for a Check Payment via telephone (ACH)
- Except as indicated above, we do not charge for Electronic Fund Transfers.

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

DOCUMENTATION

Terminal Transfers: You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal.

Preauthorized Deposits: If you have arranged to have direct deposits made to your account at least once every '60 days', you can call us at the telephone number at the end of this form to inquire as to whether or not the deposit has been made.

Periodic Statements: You will receive a monthly statement for your checking, money market, and savings accounts, with the exception of Holiday Club accounts, for which you will receive a periodic statement.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedures 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 by following the procedure below.

    - Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 calendar days after you call. We charge $27.00 for each stop payment.
    - You may place stop payments, cancel, or edit payments you have scheduled via the Bank's Bill Payment Service (iPay Solutions). You must use the Bill Payment Service to place a stop payment, cancel or change an online bill payment that you have scheduled. Please refer to your agreement with and disclosures provided by the Bill Payment Service for the procedures for doing so.

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

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

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
    - in order to verify the existence and condition of your 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 explained in the Bank's Privacy Disclosure.

LIABILITIES

Our Liability

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.

Liability for Failure to Make Transfers: If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount according to our agreement with you when you have properly instructed us to do so, we will be liable for your losses or damages caused as a result. 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 a legal order directs us to prohibit withdrawals from the account;
- if your account is closed, or it has been frozen;
- if the transfer would go over the credit limit on your overdraft line;
- if the automated teller machine where you are making the transfer does not have enough cash;
- if you, or anyone authorized by you, commits any fraud or violates any law or regulation;
- if the electronic terminal, telecommunication device, or any part of the Service or electronic funds transfer system was not working properly and you knew about the breakdown when you started the transfer;
- if you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date and payment amount for the payee on a bill payment;
- if you have not properly followed the onscreen instructions for using the Service; or
- if circumstances beyond our control (such as fire, flood or interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions in our agreement with you.

Unauthorized Transfers

Tell us AT ONCE if you believe your card and/or PIN, or Online Banking Password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, or Online Banking Password, you can lose no more than $50 if someone used your card and/or code without your permission.

Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, or Online Banking Password, and we can prove we could have stopped someone from using your card and/or PIN, or Online Banking Password without your permission if you had told us, you could lose as much as $500.

Northeast BANK

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 calendar days after the statement was mailed to you, you may not get back any money you lost after the 60 calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card and/or PIN or Online Banking Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 1-800- 284-5989 or write:

NORTHEAST BANK
P.O. BOX 2017
LEWISTON, ME 04241-2017

MasterCard® Debit Card.
Additional Limits on Liability for Master Money Debit Card.

You will not be liable for any unauthorized transactions using your MasterCard Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us.
MasterCard is a registered trademark of MasterCard International Incorporated.

Cardholder Agreement
Your card and PIN remain our property and immediate surrender of either may be required by us at any time. We may cancel the card, PIN, and/or electronic fund transfer privileges at any time without notice or cause. Any cancellation or termination does not affect any of your existing liability to us.

Error Resolution
In case of errors or questions about your electronic transfers, including bill payments, telephone, or online transfers, write us at the address or phone number listed at the end of this disclosure, as soon as possible if you think your statement or receipt is incorrect, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 calendar days after we sent you 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 or by e-mail, we may require that you send us your complaint or question in writing by postal mail or fax within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety

(90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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 credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

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.

Contact in the event of unauthorized transfer.

If you believe your card, PIN, or Online Banking password has been lost or stolen, call us at 1-800-284- 5989, or write to us at

NORTHEAST BANK
P.O. BOX 2017
LEWISTON, ME 04241-2017

FACTS — WHAT DOES NORTHEAST 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 - Income - Account balances - Transaction history - Credit history - Mortgage rates and payments 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 customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Northeast Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Northeast Bank share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call toll-free 1-800-284-5989, option 1 or go to www.northeastbank.com

Who We Are	
Who is providing this notice?	Northeast Bank means the following institutions: Northeast Bank, and its division ableBanking

What We Do	
How does Northeast 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 files and buildings.
How does Northeast Bank collect my personal information?	We collect your personal information, for example, when you - Open an account - Pay your bills - Apply for a loan - Use your credit or debit card - Make deposits or withdrawals from your account We also collect 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 more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. - *Northeast Bank does not share with our affiliates.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. - *Northeast Bank does not share with nonaffiliates so they can market to you.*
Joint Marketing	Our joint marketing partners include • A credit card service provider, U.S. Bank National Association, d/b/a Elan Financial Services • An unsecured consumer loan origination and servicing company, Lightstream/Truist Bank • An SBA lender service provider company, Newity LLC

Other Important Information

For California and Vermont Residents. We will not share your information with nonaffiliates, except for our everyday business purposes, for marketing our products and services to you or with your consent.

For Vermont Residents. We will not disclose credit information about you within or outside the Northeast Bank affiliates except as required or permitted by law.

Nevada Residents: To be placed on our internal Do Not Call List, call 1-800-284-5989. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 1-702-486-3132; e-mail: AgInfo@ag.nv.gov.

Schedule of Fees

ACH Debit (External)	$ 3.00
ATM Transaction - Northeast Bank ATMs	Free
Foreign ATM Charge	$ 2.00
Debit Card Replacement	Free
After First:	$10.00
Debit Card Overnight Replacement	Up to $75.00
Business Debit Card	Free
After Four:	$10.00
Cashier's Check	$ 5.00
Check Cashing Fee (Non-Customer)	$10.00
Check/Transaction Copy	$ 3.00
Check Payment via Telephone (ACH)	$10.00
Check Printing	Varies
Collection Item (plus additional fees)	$ 20.00
Counter Check	Free
Coupon Collection (per item)	$ 5.00
Deposited Items Returned Fee	$10.00
Dormant Fee	$1.00
Early Closeout Fee	$ 25.00
Fax Incoming	$1.00
Fax Outgoing	$ 2.00
Fax Out of State	$4.00
Foreign Currency Shipping Fee	Varies
Instant Statement	$ 5.00
Legal Processing	$100.00
Money Order	$ 4.00
Money Order Reissue	$ 5.00
Night Deposit Bag (Locked)	$ 20.00
Notary (Customer)	Free
Notary (Non-Customer)	$15.00
Recurring Overdraft Fee (Commercial)	$ 5.00
Paid Item Fee[1] (per item[2])	$ 30.00
Photocopies Per Item	$ 0.25
Research (per hour)	$ 25.00
Returned Item Fee[1] (per item[2])	$ 30.00
Returned Statement Charge	$10.00
Safe Deposit Boxes[3]	Varies
Safe Deposit Box Drilling (Plus Cost)	$100.00
Safe Deposit Box Key Replacement	$15.00
Signature Guarantee	$15.00
Statement Copies (Page)	$ 2.00

Stop Payment Charge	$ 27.00
Stop Payment Charge- Bank Check Indemnification Required	$ 27.00
Stop Payment Charge - Money Order	$ 27.00
Telephone Transfer-Assisted	$ 3.00
Transfer of Custodian (IRA Education & Health Savings)	$ 25.00
Wire Transfer Fee (Incoming)	$15.00
Wire Transfer Fee (Outgoing)	$ 25.00
Wire Transfer Fee (Foreign Outgoing)	$ 45.00
Incoming Wire Notification	$ 5.00
Zipper Bags	$ 6.00

This schedule of fees is all inclusive and some fees listed herein may not apply to your account.

1. The fee applies to debit transactions that exceed your account's Ledger Balance. See our Understanding Overdraft Services and Fees disclosure for more information about overdrafts and how to avoid Paid Item and Return Item Fees.
2. We may charge a Paid Item or Return Item Fee each time an item is presented for payment that exceeds your Ledger Balance. Please be aware that merchants and other third parties may resubmit items that we return unpaid, including, for example, checks and ACH transactions. This means you may be charged more than one fee as a result of returned items and resubmission(s) of the returned item.
3. Safe Deposit Box contents are not insured by any government agency.

Complaint Resolution Procedure:

If you have a dispute with your financial institution regarding your 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 to:

Maine Bureau of Financial Institutions

36 State House Station

Augusta, Maine 04333-0036

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

https://www.maine.gov/pfr/financialinstructions/complaint.htm

If your complaint involves a federally chartered financial institution, the Maine Bureau of Financial Institutions will referral it to the appropriate federal supervisory agency.

FUNDS AVAILABILITY DISCLOSURE

Your Ability to Withdraw Funds

The purpose of this schedule is to describe Northeast Bank's check hold policy for transaction accounts. The bank's objective is to make funds available as expeditiously as good business practices mandate. The availability of funds from your check deposits will be delayed as allowable by regulation and as described within this schedule. During the delay, you may not withdraw the funds in cash, and we reserve the right not to pay these checks that you have written against these funds.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your 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 on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability

Funds from cash deposits, electronic direct deposits (ACH), checks drawn on Northeast Bank if funds are available in the account and wire transfers to your account will be available on the day we receive the deposit. If you make a cash deposit to your account in person at a staffed teller station during any business day the funds will be available on the day we receive the deposit. The first $100.00 of a deposit made at an ATM will be available the same business day, the remaining amount of the deposit will be available on the next business day.

Next-Day Availability

Funds from your deposits received in person at a staffed teller station during a business day will be available by the first (1st) business day after the day we receive the deposit. Deposits that you mail to us will be considered deposited on the day we receive the deposit. Deposits that you place in a night depository after 8:30am will be considered deposited on the next business day. Deposits placed in an ATM after 3:00pm will be considered deposited on the next business day.

Interest on Deposits

For interest bearing checking accounts, interest will begin to accrue no later than the business day we receive credit for the deposit of non-cash items (for example checks).

Longer Delays May Apply

The 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 $6,725 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account six times or more 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 seventh (7th) business day for checks.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. 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 $6,725 of a day's total deposits of cashier, certified, teller, travelers and federal, state, and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

Hold on Other Funds

If we cash a check for you that is drawn on another bank, we may withhold the availability of the corresponding amount of funds that are already in your account. Those funds in your account will be available two (2) business days after the day the check is cashed.

Checks Returned Subsequent to Funds Being Made Available

If a check you 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 not sufficient funds in your account to cover the amount of the check, we reserve the right to demand payment directly from you and to charge you a deposited item returned fee (commercial). This fee is listed in our Schedules of Fees.

Checks Drawn on Financial Institution Outside of the United States

We reserve the right to send any checks drawn on a foreign financial institution (including Canadian institutions) for collection. For each item sent for collection, we will assess a collection fee (as listed in our Schedule of Fees) plus any collection charges assessed to us by the financial institution that processed the item. Funds from checks sent for collection will be available when credit is received from our correspondent bank.

Check 21 Substitute Check Policy Discloser

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." A substitute check is a reproduction (front and back) of the original check and includes all the information contained on the original check. The substitute check will be similar in size to the original check but will contain 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. A substitute check is subject to the federal and state laws that apply to the original check. Some or all the checks that you receive back from us may be substitute checks. This notice describes the 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.

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

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

Claim of 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 Customer Care at 800-284-5989, option 1 or visit your local branch. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time if you were not able to make a timely claim because of extraordinary circumstances.

Claim must be in writing and include:

+ A description of why you have suffered a loss (for example, you think the 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.
+ A copy of the substitute check (and/or) the following information to help us identify the substitute check:
    - **Check Number**
    - **Name of person to whom you wrote the check**
    - **Check Amount**
    - **Check Date**

Mail the information to the address below or drop it off at your local Branch.

Northeast Bank
PO Box2017
Lewiston, ME 04241