



# Beacon Bank Personal & Business Account Terms and Conditions

Effective: February 9, 2026

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# I. Personal Account Disclosures

## Terms and Conditions of Your Account

### Introduction

Welcome to Beacon Bank & Trust, and thank you for opening and maintaining a personal deposit account with us. When we refer to a general category or type of deposit account in this document (such as "checking account" or "savings account") it means any and all such accounts in that category that we may offer and that you may have (each an "Account" and collectively, "Accounts"). This document together with our Truth in Savings Disclosure specific to your type of deposit Account ("Account Disclosures"), the Common Features Consumer Fee Schedule ("Fee Schedule"), and any other documents we provide to you regarding your deposit Account is a contract (also referred to as this "Agreement") that establishes the rules which control your deposit Account with us. Please read this Agreement carefully so you understand your rights and obligations for your deposit Account with us and retain a copy for your records. If you have any questions about this Agreement or your Accounts, please contact our Customer Call Center at **800-698-BANK (800-698-2265)**, call one of our bank offices, or visit our website, [www.beaconbank.com](http://www.beaconbank.com). This Agreement is made between you (collectively, "Customer", "you", or "your") and Beacon Bank & Trust (collectively, "Bank", "we", "our", "us") and governs our relationship. As used in this Agreement, the term "Item" or "Items" means any check, Automated Clearing House ("ACH") or other electronic funds transfer request or instruction, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge, deposit or other amount that is added to or subtracted from your Account. This Agreement replaces and supersedes any prior agreement governing your Account with us and any related Account Disclosures you may have received. By opening and maintaining a personal deposit Account with us, or by continuing to maintain or use an existing personal deposit Account with us, you agree to be bound by the terms and conditions of this Agreement. References to Beacon Bank in this document shall refer to Beacon Bank & Trust.

**THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT AND A CLASS ACTION AND CLASS ARBITRATION WAIVER, WHICH APPEAR BELOW UNDER THE HEADING "ALTERNATIVE DISPUTE RESOLUTION PROCESS, ARBITRATION, WAIVER OF CLASS ACTION AND OPT-OUT PROCEDURES." IT IS IMPORTANT THAT YOU READ THESE PROVISIONS CAREFULLY.**

### Scope of This Agreement

This Agreement is supplemented by the terms of other agreements you may have entered into with us, or will enter into with us in the future based on the services you request that we provide to you, including, but not limited to the eSign Disclosure, External Transfers Agreement, Funds Availability Disclosure, Online Banking Disclosure, Courtesy Pay Disclosure, Privacy Policy, and, as applicable, the Common Features Consumer Fee Schedule ("Fee Schedule") and the Account Disclosures that govern certain terms, conditions, and fees specific to the type(s) of your personal deposit Account(s) with us, each as may be amended from time to time (such additional agreements, Fee Schedule and related Account Disclosures being referred to as an "Account Agreement" and collectively as the "Account Agreements"). The terms and conditions of your Account Agreements are incorporated by reference and made a part of this Agreement. In the event of a conflict between the terms of this Agreement and any Account Agreements, the terms of this Agreement shall control as in regard to the provision of services outlined below. Any terms not defined in this Agreement shall have the meaning assigned to them in the Account Agreements.

This Agreement is for personal deposit Accounts only. Personal deposit Accounts are those Accounts that are used for personal, family, or household purposes. For information on other types of Accounts we offer, please visit our website at [www.beaconbank.com](http://www.beaconbank.com), contact us at **800-698-BANK (800-698-2265)**, or visit one of our bank offices.

### Definitions

Capitalized terms used in this Agreement are defined in parentheses where they appear, as above with the definition of this Agreement. References to "Customer", "you", or "your" apply to you or anyone

else with the authority to deposit, withdraw, or exercise control over the funds in the Account. The headings in this document are for convenience purposes only.

### **Governing Law, Venue**

This Agreement and your and our rights and obligations under this Agreement are governed by and interpreted according to federal laws and the laws of the Commonwealth of Massachusetts (except to the extent that this Agreement can and does vary from such rules or laws) and without regard to choice of law principles. If state and federal laws are inconsistent or if federal law preempts state law, federal law governs.

If any provision of our agreements is impermissible under applicable federal or state laws, the affected provision will be considered changed to the extent necessary to comply with those laws. Any litigation arising out of or in connection with any dispute between the parties will be filed and heard in the state or federal courts in the Commonwealth of Massachusetts and you and we consent to the exclusive jurisdiction of such courts.

This Agreement and your Account is subject to applicable federal laws, the laws of the state of the bank office in which your Account is located 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 state where your account is located will be determined by the following:

- If you opened your Account in person, your Account is located in the state where you opened it;
- If you opened your Account online, or with a MyBanker, regardless of where you reside, your account is located in Massachusetts.

The body of state and federal law that governs our relationship with you is too large and complex to be reproduced here. If there are any changes to where your account is located, we will give you reasonable notice in writing or by any other method permitted by law.

Throughout this Agreement, when a provision is identified as being applicable to a certain state (for example, "in New York"), it means that the provision in that section is only applicable if your Account is held at a bank office located in that particular state. Any provision which is not described as applying to a particular state applies to your Account.

**EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ITS RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE BETWEEN THE PARTIES.**

### **Binding Contract**

This Agreement, along with any other Account Agreement(s), is a binding contract that establishes rules that govern your deposit Account and relationship with us. If you open an Account, or conduct transactions and continue to have your Account with us, you agree to these rules. You will receive a separate Account Disclosure and Fee Schedule, which discloses the interest rate, annual percentage yield, qualifying balances, fees, and other important information applicable to your Account. You agree to maintain a positive account balance at all times and agree that failure to maintain a positive account balance is a breach of your contractual obligations.

**This Agreement provides a summary of certain laws and regulations that apply to common transactions, provides some disclosures for deposit Accounts that are required by federal law, and establishes terms that cover some transactions or situations that the law either does not cover, or that it allows us to change in this Agreement.**

By opening an Account with us, you acknowledge that our deposit relationship with you is that of debtor and creditor. This Agreement and the deposit relationship established by it does not create a fiduciary relationship between us. We owe you a duty of ordinary care. Any of our internal policies are solely for our purposes and to benefit Beacon Bank & Trust and do not impose a higher standard of care on us than would otherwise apply by law without such policies and procedures.

### **Business Day**

For purposes of this Agreement and applicable Account Disclosures, the term "business day" refers to every day, except Saturdays, Sundays, and federal holidays.

## Changes to Agreement

We may make changes and additions to this Agreement at any time without providing advanced notice to you. We may add or remove terms, add new services, or discontinue existing services. Ordinarily we will send you advanced notice of any adverse changes, but we may make these changes without advanced notice if notice is not required by law. Please see the Notices section of this Agreement for more information about how we provide notice. We may, but are not required to, notify you of changes that we make for security reasons or that we believe are beneficial to you. When we make changes to the Agreement, the then-current version of this Agreement supersedes any existing versions of this Agreement and governs your Account. If your Account remains open after a change, you are deemed to have accepted the change and are bound by it. If you do not agree to the change, you may close your Account as provided for in this Agreement.

In the event of a conflict between the information contained in this Agreement or the Account Agreements, and a statement made by one of our employees, the terms of this Agreement or the applicable Account Agreement will prevail.

## RESOLUTION OF DISPUTES

### What is a Dispute?

As used in this Agreement, "Dispute" means any past, present, or future controversy or claim arising out of or relating to this Agreement, the breach of this Agreement, your Account, Account-related services, Account errors, or unauthorized transactions, regardless of the legal theory asserted or remedy sought. The term "Dispute" specifically includes any claim made by or against any authorized user, Joint Account owner, Account beneficiary, employee, agent, representative, predecessor, successor, heir, assignee, bankruptcy trustee, affiliate, parent, or subsidiary of the Account holder. Please see section VII, Alternative Dispute Resolution Process, Arbitration, Waiver of Class Action and Opt-Out Procedures for more details about our dispute resolution process.

Any action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your account, safe deposit box, or any other account service must be commenced within one year after the cause of action accrues.

### Charges and Fees

You agree (for yourself and the person or entity you represent if you sign as a representative of another), to be bound by the terms of this Agreement, the applicable Account Agreements, and any applicable Fee Schedule or disclosures. You authorize us to deduct charges and fees accrued directly from the Account balance. You agree to pay the Bank the fees and charges set forth in the Account Disclosure and any additional fees and charges imposed by the Bank from time to time under the Account Agreements (e.g. Overdraft/UAF Fee discussed in the Additional Terms and Services section of the Agreement), Account Disclosure and associated Fee Schedule, and any other written agreement between you and the Bank (including but not limited to the eSign Disclosure, Online Banking Disclosure, External Transfers Agreement, Funds Availability Disclosure, Electronic Funds Transfer Agreement, Privacy Policy, any rules covering individual retirement accounts (IRAs), or any other agreements for any other accounts) as they currently exist or as they may be amended or replaced from time to time. We may change the fees in the Account Disclosure, and the Fee Schedule at any time and will provide notice of the changes in the same way that notice is provided for changes to the Account Agreements.

You are liable for and agree to pay all of the Bank's internal and external costs, collection expenses, or other expenses we incur from your failure to perform any of your obligations under this Agreement. All these costs and expenses, such as collection and recovery costs, attorneys' fees, and court costs, including fees on any mediation, arbitration, appeal, bankruptcy proceedings, and post judgment collection actions, will be added to your present debt, and interest may be charged on them at the highest rate allowed by law. You are liable for and agree to pay Bank's internal and external costs incurred from your deposit of a check payable in a foreign currency for which dollar credit has been given.

We may deduct all fees and charges from any Account of any Account Holder without prior notice. This liability is due immediately and may be deducted by us directly from the Account balance regardless of whether sufficient funds are available. You have no right to defer payment of this liability,

you are liable regardless of whether you signed the Item or benefited from the charge or overdraft. It is a breach of this Agreement for you to fail to maintain sufficient funds to pay for any transaction authorized by you.

### **Freezing an Account**

We reserve the right to place a hold on your Account funds (commonly referred to as “freezing” your Account), in the event that we believe your Account may be subject to irregular, unauthorized, fraudulent, or illegal activity, or in the event we become aware of a Dispute or claim relating to your Account. This hold will remain in place until we have completed our investigation, or until the Dispute, claim or risk of loss has been resolved to our satisfaction. We will provide you with notice as required by law if we do freeze your Account funds.

### **Conflicting Claims Involving Your Account**

If we receive notice of an actual or potential claim from a third party regarding your Account, or if we believe that a conflict exists between Joint Account owners and/or authorized signers on the Account, or if there appears to be a controversy over matters such as ownership of the Account, funds held in the Account, or who has the authority to withdraw funds we may:

- Continue to rely on the signature form(s) or other documents and to process your Account in what we believe is good faith conformity with such signature forms and documents;
- Honor the competing claim upon our receipt of evidence we deem satisfactory to justify the claim;
- Freeze all or part of the funds in your Account until the dispute is resolved to our reasonable satisfaction; or
- Close the Account and send a check for the balance remaining in the Account, payable to you or to you and each claimant, or to pay the funds into a court of appropriate jurisdiction for resolution.

Without prior notice to you, we may charge against or deduct from your Account or otherwise bill you directly, an amount representing our expenses incurred in handling the conflicting claims on your Account, including, without limitation, attorneys’ fees and litigation costs, as permitted by applicable law. We may also assess and debit from your account any applicable fees set forth in the Fee Schedule (as may be amended from time to time) that may be assessed as a result of the Dispute in accordance with applicable law.

### **Closing an Account**

You or we may close your Account or terminate any service provided in connection with an Account, at any time without advance notice, except that we may require you to give us seven (7) days’ advance notice when you intend to close your savings, money market, or interest-bearing checking Account (see Notice of Withdrawal section). You or we may close your time deposit Account at maturity without advance notice. If your Account reaches a zero balance, we may consider your Account closed. This Agreement continues to govern matters related to your Account even after your Account is closed. Our decision to close the Account or terminate a service will not affect your existing obligations to us, including any obligation to pay fees or charges incurred prior to closing.

### **Evidence of Transactions**

If we go to court for any reason in connection to your Account, we may introduce into evidence a copy, microfilm, microfiche, or electronic record of any document evidencing a transaction under this Agreement, and such copy, microfilm, microfiche, or electronic record shall be deemed to be as valid as the original without regard to the best evidence rule.

### **Indemnification and Limitation of Liability**

You agree to reimburse us for all claims, costs, losses, and damages (including fees paid for collection) that we may incur with respect to overdrafts, returned deposits, or check collections in connection with your Account. We are not liable to you for errors that do not result in a financial loss to you. We may take any action that we are authorized or permitted to take by this Agreement without being liable to you, even if such action causes you to incur fees, expenses, or damages.

We are not liable to you for any claim, cost, loss, or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on

a payment order, crediting a fund transfer to your Account, processing a transaction, or crediting your Account. Circumstances beyond our control include: (1) a natural disaster, such as a hurricane, earthquake or flood; (2) emergency conditions, such as a war, terrorist attack, riot, fire, theft, or labor dispute; (3) a legal constraint or governmental action or inaction; (4) the breakdown or failure of our equipment for any reason, including a loss of electric power; (5) the breakdown of any private or common carrier communication or transmission facilities, any supplier, or any mail or courier service; (6) the potential violation of any guideline, rule or regulation of any government authority; (7) suspension of payment by another bank; or (8) your act, of omission, negligence, or fault. **Except as limited by applicable law, we are not liable for special, incidental, exemplary, multiple, punitive, or consequential losses or damages or lost profits of any kind, even if you advised us of the possibility of such damages or losses.**

Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care. You agree that the amount of any claim you have against us in connection with any Account or transaction you have with us is subject to reduction to the extent that: 1) negligence or failure to use reasonable care on your part, or on the part of someone you have authorized to have access on your Account, contributed to the loss which is the basis of your claim; and 2) damages could not be avoided using ordinary care.

You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss associated with your Account and to provide us with information regarding coverage. Our liability will be reduced by the amount of any insurance proceeds you receive or are entitled to receive for the loss. In addition, any loss or recovery you obtain from third parties on a particular claim will reduce the amount of any obligations we may have to you on that claim and you agree to notify us immediately of any such recovery. If we reimburse you for the loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision.

### **Waiver and Severability**

We may delay enforcing our rights under this Agreement without losing them. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement. If we waive a provision of this Agreement, the waiver applies only to the specific instance in which we decide to waive the provision and not to future situations or other provisions. If any part of this Agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this Agreement governs and that the law is amended by this Agreement. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

### **Inquiries**

If you have any questions about this Agreement or about your Account, please stop by your local bank office, or call us at **800-698-BANK (800-698-2265)**. We may monitor or record phone calls and electronic communications for security reasons and to ensure that you receive courteous service. You consent in advance to any such action.

## **Establishing an Account**

We offer a variety of checking, savings, money market, and certificate of deposit (CD) Accounts. From time to time, we create new Accounts or discontinue certain existing products. Discontinued products may not be reflected in our most current Account Disclosure. If you open a retirement account with us, we are the custodian of any Individual Retirement Account (IRA) or Simplified Employee Pension Plan (SEP).

### **Account Opening**

We are required by law, including the USA PATRIOT Act, to obtain, verify, and record information that identifies each person who opens an Account. 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. For Accounts opened at a bank office, all Account holders must sign a signature card in order to open an Account. Your deposit Account will be



considered open once we have received and approved all required Account opening documentation, assigned you an Account number, and received your initial deposit. We may require additional signatures or other verification documentation during your Account relationship with us.

### Identification

We require proper identification to open an Account or to make any withdrawal from and certain deposits to an Account. We may require more than one form of identification for our protection and yours, or as required by law. **We reserve the right in our sole discretion to determine what form(s) and method(s) of identification is necessary under the circumstances. For example, identification requirements may vary depending on whether they are online or in person. We may require documentary or physical identification.** Information provided by you at the time the Account is opened is subject to verification and may become part of your permanent Account record.

### Credit Reports and Other Inquiries

We may make any inquiries that we consider appropriate to help us determine if we should open, maintain, or close your Account or any service provided in connection with an Account. This may include verification of employment, credit reports or other reports from account information services and credit reporting agencies. If you ask, we will tell you whether we requested a credit report and, if we did request a report, we will tell you the name, address, and telephone number of the reporting agency.

### Reporting to Account Information Services

If we close your Account because of unsatisfactory handling, we generally report to account information services such as eFunds, Inc. your name, address, Taxpayer Identification Number (TIN), driver's license number, and the date and reason the Account was closed. The account information service may supply the information to others. This may adversely affect your ability to establish an Account at any financial institution for up to five years from the date of the report. If you think the data we report to account information services on your Account is not correct or if you have questions regarding the data, write to us at Beacon Bank & Trust, Attn: Deposit Services, PO Box 1308, Pittsfield, MA 01202 or telephone us at **800-698-BANK (800-698-2265)**. Please provide your name, Account number, and why you believe there is an inaccuracy or describe the Item you are not sure about. We will complete our investigation, notify you of our findings, and, if necessary, submit corrections, as required by the Fair Credit Reporting Act.

### Taxpayer Information

We report Account name and TIN (Taxpayer Identification Number) information to the Internal Revenue Service ("IRS"). The IRS requires that names and TIN numbers match their records. If they do not, your Account may be subject to federal backup withholding tax and penalties. The primary Account signer on a personal Account is required to certify their TIN and that they are not subject to backup withholding of federal income taxes. We are required to report certain dividend, interest, and other payments we make to you to the IRS. We include your TIN in those reports. In addition, if another party will be responsible for the tax reporting on the account (such as the beneficiary on a Social Security Representative Payee or Uniform Transfers to Minors Act Account), the beneficiary (or their legal representative) will be required to certify their TIN.

### IRS Form W-8 BEN

If you have indicated that you, and/or if a joint owner of the Account are not U.S. citizens nor residents, you will be required to complete an IRS Form W-8 BEN and an associated bank form. In addition, you will need to provide identification as requested and a copy of a valid travel visa. We comply with the Foreign Account Tax Compliance Act (FATCA) as mandated by U.S. federal tax law. We will withhold on certain payments when required by such law. For more information on how this applies to you, please consult your tax advisor.

### Account Ownership

The following rules apply to your Account(s) depending on the form of ownership and beneficiary designation, if any, specified on the Account records. You agree that when you open an Account the titling of the Account is correct and that the Bank has no responsibility to inform you as to how the titling may affect your legal interests. 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. When you open your Account, we rely on your representations and requests as to the appropriate Account type. If you have any questions as to the legal effects of an Account, you should consult with your own attorney or advisor. Each owner/signer named on your Account is authorized to obtain information on your Account, endorse and deposit Items payable to your Account, sign checks, drafts, Items or other written orders, and execute the Bank's wire transfer agreements used to initiate wires in the Bank's bank offices, place and remove stop payment requests and make withdrawals. The Bank does not, however, verify the signatures on every check paid against your Account, which is in accordance with industry standards and you agree that this is not a failure by the Bank to exercise ordinary care. When you receive your periodic statement, you should carefully and promptly examine it to verify that only authorized checks have been paid and/or that only authorized transactions have occurred. The Bank will not be liable if we refuse to honor any Item that we believe, in our discretion, does not contain a genuine authorized signature.

If you ask us to make a change to your Account, and we agree to make that change, the change does not become effective until we have a reasonable time to act. If we request that you provide us with additional documents to make the change and you do not do so, we may close your Account.

We rely on the information we have on file about your Account at the time we accept a deposit or fulfill a withdrawal request. When we process a request for withdrawal in accordance with the terms of this Agreement by an authorized signer or the agent of any signer on the Account, the withdrawal or payment serves as a complete release and discharge of the Bank from all claims regarding withdrawal or payment. If you request that we open an Account in the name of two or more individuals, but we later determine that one or more of them have not completed our Account opening process, you agree to hold us harmless from reliance on your instructions. We may require you to close an Account in order to remove a co-owner, terminate a joint ownership or change a payable on death or trust designation.

- **Individual Account** – An Account that is owned by one individual. Upon the death of such individual, the funds in the account shall pass to the Individual's estate and will be administered by the person appointed under applicable probate law or appointed by court order.
- **Joint Account with Rights of Survivorship (and not as Tenants in Common)** – An Account opened in the name of more than one person without a fiduciary, beneficiary or other designation is a joint Account with rights of survivorship. On the death of one of the co-owners, the balance in the Account (subject to any previous pledge to which we have agreed) belongs to the surviving co-owner(s). If two or more of you survive, you will own the balance in the Account as joint tenants with right of survivorship and not as tenants in common. Therefore, any request or claim on behalf of a deceased joint owner's estate will not be honored. Certain retirement benefits (such as Social Security) do not pass however, and payments made after the recipient dies may not be withdrawn. Once a joint Account is opened, a joint Account owner cannot be removed from the joint Account, unless the joint owner is deceased. Any joint Account owner may, however, add another joint Account owner or close the joint Account by withdrawing all of the funds from the joint Account. If you have a joint Account, you and your joint Account holders may exercise any and all rights (including the right to withdraw some or all of the funds) individually and shall be jointly and severally liable for the obligations incurred under this Agreement and will be bound by this Agreement.
- **Account in the Name of a Minor** – Under Massachusetts Law, anyone under the age of 18 is considered to be a minor, and a minor cannot be bound by a contract unless the law specifically allows it. Therefore, any minor who would like to open an Account will be required to have a parent or legal guardian named as a joint Account holder. The named parent or legal guardian will agree to indemnify the bank in the case of any losses (e.g. overdrafts) resulting from any transaction conducted by the minor.
- **Payable on Death Account (Totten Trust)** – Under Massachusetts law, you may elect to make an individual or joint Account a Payable on Death Account or a Totten Trust Account (each a "Totten Trust Account"). During your lifetime(s) the owners of the Account are referred to as Trustees and the funds in the Account are held by you for the benefit of the designated payable on Death Beneficiary, referred to as a Beneficiary. The Bank reserves the right to limit the number of Payable

on Death Beneficiaries per account to four (4), and require that each Beneficiary be assigned equal and undivided shares. In the event that a named Beneficiary dies before the death of any Trustee, the Trustee should remove the Beneficiary. If a deceased Beneficiary has not been removed before the death of the last Trustee, the deceased beneficiary's share will be distributed to the surviving Beneficiaries in equal shares. The funds remain the property of the Trustee(s) throughout their lifetimes, and the Beneficiary has no interest in the Account until the death of the last surviving Trustee. The Beneficiary has no rights in the Account during the life of the Trustees. The Bank has no obligation to notify the Beneficiary of the existence of the Account or the vesting of any interest in the Account. If there are surviving Beneficiaries upon the death of the last Trustee (Account owner), the money in a Totten Trust Account will not be inherited by your heirs or controlled by your will. We make no representation as to whether this type of Account is appropriate for you. You may want to consult your attorney, tax professional or other advisor before making such a designation. You have the right at all times to change or remove your Beneficiary from the Account, close the Account, or withdraw all or some of the funds in the Account.

- **Uniform Transfers to Minors Act ("UTMA") Account** – You may make an irrevocable gift of money to a minor pursuant to the Uniform Transfer to Minor's Act ("UTMA"). By opening an UTMA Account for a minor, you serve as custodian ("Custodian") of that Account for the benefit of the minor. As Custodian of the Account, you are obligated to use the funds for the sole benefit of the minor, and you agree to notify us in writing upon the death of the minor, or upon the minor's attainment of the age of 21. If you notify us that either of these two events has occurred, your authority on the Accounts may only be exercised to the extent it is permitted by the UTMA. Prior to our receipt of such notices and our reasonable opportunity to act on those notices, we may honor any checks or drafts written on the account by the Custodian without incurring liability to the minor or any third party. The Custodian is liable to the Bank for any losses the bank incurs because of any failure to give prompt written notice or otherwise abide by the requirements of the UTMA. The Bank has no duty to monitor the acts of the Custodian or ensure that the Custodian's acts are for the benefit of the minor or permissible under the UTMA. We have no liability for failure of the Custodian to comply with the requirements of the UTMA or his or her authority. There may be only one Custodian per UTMA Account. You may sign a document to appoint a Successor Custodian in the event of your death. The Bank encourages Custodians to execute this document. If the minor child dies before reaching the age of 21, the funds become the property of the minor's estate and would be administered by a person designated under applicable probate law or appointed by court order.
- **Formal Trust Account** – We may allow a Trustee or the Trustees of a formal written trust to establish a trust Account if all the trust Beneficiaries are natural persons. In the case of such trust Accounts, you agree to provide the Bank with an attorney prepared Certification or Declaration of Trust or all Trustees will need to complete and sign the Bank's Certification of Trust form. The Trustees agree and understand that we have no duty to monitor or ensure that the acts of any trustee are for the use or benefit of the Beneficiaries or are otherwise permissible under any trust instrument or applicable law. You understand and agree that we will not be liable to you or to any third party for any actions that we take in reliance on the Certification of Trust document. You further agree to hold us harmless from and against any actions that we take in reliance on the trust documents that you provide to us upon the opening of the Account. We reserve the right to request a copy of the legal documents pertaining to the trust.

### **Assignment, Pledge or Transfer of Account**

Your Account is for your use only. Ownership of your Account is transferable only on our records. You may not transfer or assign ownership of your Account to another party without our written consent. Even if we consent, we may require that you close the Account and that the new Account owner open a new Account in his/her name. We may refuse to acknowledge or accept attempted pledges or assignments of an Account or purported security interests in an Account. We may, at our sole discretion, permit you to pledge your Account as collateral for a loan made by us.

However, you may not pledge your IRA or SEP Account as collateral for a loan.

## **Power of Attorney**

If you would like to appoint someone as your attorney-in-fact to act on your behalf on your personal deposit Account(s), we may request that you or your attorney-in-fact provide us with an original or certified copy of your power of attorney documentation. We may also request that you or your attorney-in-fact complete additional documentation certifying, among other things, that the power of attorney documents are still valid and in effect. In our sole discretion, and to the extent permitted by applicable law, we may refuse to recognize a power of attorney document provided to us by you or your attorney-in-fact. If we recognize the authority of the person acting under a power of attorney, you agree that we shall have the right to rely on that power and the authority of the person acting, and we shall have no obligation to determine whether the attorney-in-fact is acting properly under the agreement. We are not liable for the misapplication of funds from your Account by the attorney-in-fact, or if the attorney-in-fact exceeds their authority or otherwise does not comply with applicable law. When we accept a power of attorney document, we may continue to recognize such power unless and until we receive: (a) a signed, written revocation of the power of attorney; (b) a signed, written notice that a conservator or guardian has been appointed for your estate along with a certified copy of the appointment; or (c) a certified copy of your death certificate or other confirmed notification of your death.

**Power of attorney documents may not be used to delegate authority over any Accounts for which you are a designated fiduciary.**

## **Death or Incompetence**

You agree to notify the Bank promptly if any owner or authorized signer on your Account dies or is declared incompetent by a court. Neither a depositor's death or legal adjudication of incompetence revokes the Bank's authority to accept, pay or collect Items until the Bank is notified of the fact of death or of an adjudication of incompetence and has a reasonable opportunity to act on it. Even with knowledge, the Bank may, for ten (10) days after the date of death or adjudication of incompetence, pay checks drawn on or before said date unless ordered to stop payment by a person claiming an interest in the Account. If a deposit or credit is made to an Account (such as Social Security, pension or Veteran's benefits) payable to an individual who is or becomes deceased, we may return or refund the deposit and debit the Account.

## **Relationship Benefits**

Certain checking Accounts provide you with "relationship benefits" including waiver of certain fees or monthly service charges on savings or money market Accounts. If you close a checking Account that provides relationship benefits, or convert it to another type of Account, we reserve the right to convert your other related savings or money market Accounts to Accounts that do not offer the relationship benefits. For example, if you have a Relationship Money Market account and either close your Checking Plus Checking or Premium Checking account or downgrade it to a Free Checking account, we may convert your Relationship Money Market Account to a Personal Money Market account. For fees on Checking Accounts and the minimum balances to avoid monthly service charges, see the Beacon Bank & Trust Truth in Savings Disclosure.

## **In Massachusetts, Notice Regarding Massachusetts "18/65" Statute**

Pursuant to the Massachusetts "18/65" law, if you are a Massachusetts resident, and you notify us that you are 18 years of age or younger, or if you are 65 years of age or older you may have one savings Account (except for a money market Account) and one checking Account at a Massachusetts bank without having to pay a service maintenance fee or similar charge. We have no obligation to inquire as to your eligibility under this law if you do not notify us of your eligibility; we have no obligation to administer your Accounts in this way. The Bank may assess a reasonable charge (in accordance with our Fee Schedule) for any Overdraft or UAF Overdraft (see the Overdrafts section) or other fee-related Items, such as the purchase of a Cashier's Check.

## **Notice for Massachusetts Customers 18 Years of Age or Younger**

For Accounts for Massachusetts residents 18 years of age or younger, we reserve the right to convert the "18/65" Account to a Free Checking or Personal Savings Account at any time after the person's nineteenth birthday. We will provide notification thirty (30) days in advance, prior to the product change.

## Deposits

All checks and other Items of every kind and nature deposited (other than cash) and posted to your Accounts are provisional and subject to our receipt of final payment. In accepting the Items for deposit, we make no warranty as to their collection. The availability of funds deposited will be in accordance with our Funds Availability Disclosure, which can be found in this document.

If final payment is not received, we reserve the right to charge the Account for the amount of those funds. In such an instance, we may impose fees on your Account as indicated in this Agreement, in accordance with our Fee Schedule. If you do not have a sufficient Available Balance in your Account then the Item will be submitted to collections. If we incur any fee in connection with collections activities, we may charge the fees to your Account.

We reserve the right to refuse or to return all or a part of any funds deposited to your Accounts at any time. We may receive multiple credit or debit transactions on your Accounts in many different forms and during many different times throughout each day. The best way to know how much money you have available to spend, and to avoid paying fees, including but not limited to Overdraft Fees, Uncollected Available Funds (UAF) Fees or collection fees, is to record and track all of your transactions closely.

Any balance estimate we provide at any moment is only an estimate, because only you know how much money you have spent or committed to other transactions, and you may not rely on any balance information provided by Beacon Bank & Trust as establishing whether, at authorization of a transaction, you will have sufficient funds to pay for any particular transaction when that transaction is paid. Beacon Bank & Trust will determine whether you have sufficient funds to pay for a transaction at the time the transaction is paid.

Checks drawn on Accounts outside the continental United States, whether payable in U.S. dollars or foreign currency, will be accepted for deposit on a collection basis only, and may be credited to your Account subject to future collection, or not credited to your Account until collection, at our discretion. Your deposit of foreign Items may be subject to adjustment based on the applicable exchange rate and bank fees for collection of foreign Items. We are not responsible for deposits made by mail, ATM or other depository until we actually record the receipt of such deposits in our books and records.

### Deposit Verification

You agree that any deposit is subject to verification, confirmation, and correction at our discretion, notwithstanding your possession of a deposit receipt or acknowledgment. We may reverse or adjust any transaction, credit or debit that we believe was erroneously made to your account, at any time without prior notice. If we determine that a deposit does not contain all Items claimed to be deposited, we may correct the error and adjust the Account balance, even if you have already withdrawn all or part of the deposit unless you can prove that our determination was erroneous.

### Direct Deposit

You agree that we may reverse any direct deposit that is made to your Account without prior notice to you at any time if: (a) we credited your Account with an incorrect amount; (b) the deposit represents a duplicate credit to your Account; (c) you were not entitled to the deposit; or (d) you were not the intended recipient of the deposit.

### Remotely Created Checks and Demand Drafts

If you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your Account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person identified as drawer. 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; (2) you will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply us with 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. You agree to indemnify, defend, and hold us harmless from every loss, expense, and liability related to a claim that such checks were not authorized.

### **Return Deposited Items (Charge Back)**

If a deposited Item of any kind is returned unpaid for any reason at any time, we may charge the Item back to your Account or require a refund from you. We may redeposit the Item, in which case you waive the right to notice of dishonor.

### **Substitute Checks**

You agree that you will not deposit "substitute checks" as defined by federal law, or Image Replacement Documents ("IRDs") that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an Item, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation and you agree to reimburse us for claims, losses, costs, and damages we may incur resulting from the handling of such Item.

### **Withdrawals**

To make a withdrawal, you must use properly completed checks, drafts or other withdrawal forms or methods supplied or approved by us. We may refuse a request for a withdrawal if any document or identification we may require from time to time in connection with the withdrawal has not been presented to us.

Unless clearly indicated otherwise on the Account records, any of you, acting alone, who signs in the space designated for signatures on the Account application 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 signing the Account application to endorse any Item payable to you, or any order for deposit to this Account, or any other transaction with us.

We will not permit withdrawals from your Account unless there are sufficient available funds in the Account. The fact that we may honor withdrawal requests that overdraw the available Account balance does not obligate us to do so later. See the Funds Availability Disclosure for information about when you can withdraw funds you deposit or you can ask us when you make a deposit when the funds will be available for withdrawal.

We may also refuse your request to make a withdrawal under certain circumstances, such as:

- I. We have received a court order or other legal document prohibiting withdrawal, or applicable law prohibits withdrawal;
- II. There is a dispute concerning your Account;
- III. You owe us money that is due and payable;
- IV. Your Account is a security for a debt;
- V. You or a person we believe to be an agent of an owner of your Account requests that we do not permit withdrawals;
- VI. A problem occurs with our equipment;
- VII. Limited currency is available at a particular banking location; or
- VIII. Applicable law requires such action.

### **Notice of Withdrawal**

Federal regulations require us to retain the right to require not less than seven (7) days' notice in writing before each withdrawal from an interest-bearing Account other than a time deposit. While the Bank is required to reserve this right, the Bank does not presently exercise this right.

### **Remotely Created Checks**

If you provide your Account number to a third party in order to charge your Account by means of one or more remotely created checks (i.e., Items that do not bear your actual signature but purport to be drawn with your authorization), you authorize us to pay such checks, even though they do not bear your signature. This provision does not obligate us to honor remotely created checks. We may refuse to honor such checks without cause or prior notice, even if we have honored similar Items previously.

## Checks

### Check Endorsement

We are legally entitled to a valid and unqualified endorsement from you, and you give us the irrevocable right to place such an endorsement on the check. You agree to reimburse us for our losses caused by your failure to endorse a check exactly as drawn or you deposit a check that contains multiple endorsements, or a missing or improper endorsement.

Because improper endorsement may result in a chargeback of a check or delay in processing, it is important that you endorse checks correctly. All checks you cash or deposit into your Account must be endorsed in the first 1.5 inches of the trailing edge on the back of the check. The trailing edge is the left side of the check when you look at it from the front. If your endorsement obscures our Bank's endorsement, you are liable for checks that are returned late or unpaid.

### Check Truncation and Cleared Checks

We provide imaged copies of the checks you write with your Account statement. We will retain a copy of the Item for such time as might be required by law; otherwise, we have no obligation to retain the copy. You agree that our statements provide sufficient information to determine the identification and authenticity of any transaction, including, without limit, whether any are forged, altered, or unauthorized, if the statement includes the Item number, amount, and the date the Item posted to your Account.

### Electronic Imaging of Checks

We may, at our discretion, create electronic images of checks drawn on or deposited by you to your Account and provide such Image Replacement Documents ("IRDs") for all purposes in lieu of an original check. We may also, at our discretion, accept, act upon, and provide copies of IRDs received from other depository institutions, in lieu of an original check. In addition, electronic images may be converted to a Substitute Check. Refer to the Substitute Check section for additional information. We may destroy any original check, which is electronically imaged.

### Facsimile Signatures

If we allow you to use a facsimile signature, you understand and acknowledge that we will not be able to determine whether the facsimile signature on any Item is authentic or has been authorized by you. If your Items are signed using a facsimile signature, you acknowledge that is solely for your benefit and convenience. You authorize us to accept the facsimile signature of any Authorized Signer which you designate in writing from time to time (by Account Agreement or otherwise) on any check, draft, or other order drawn on us, or any other document and we may debit any of your Accounts in the amount of each payment which we make in reliance upon any such facsimile signature and/or reproduction thereof.

We will not be liable, and you will assume all liability, for any losses, liabilities, penalties, claims, damages, costs, expenses or other harm or injury which you may incur or that may be asserted against you or us in connection with the authorized or unauthorized use or reproduction by any person or entity, including, but not limited to, attorneys' fees, and court costs, relating to or arising out of (i) any use, and/or reproduction, whether or not authorized, by any person of any actual or purported facsimile signature of any Authorized Signer on any check, draft or other such order drawn on us or any other document, and (ii) any payment which we make in reliance upon any such facsimile signature and/or reproduction thereof. You will indemnify us and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses or any other harm or injury which we may incur or suffer or which may be asserted by any person with respect to any use or misuse of an actual or purported facsimile signature of any Authorized Signer on any check, draft or other order drawn on us or on any other document, or any payment which we make in reliance upon any such facsimile signature and/or reproduction thereof. You shall be solely responsible for maintaining security over any device used to affix or apply facsimile signatures.

### Multiple Signatures

We do not offer Accounts for which two or more signatures are required for a withdrawal. If you indicate on your checks or signature card or other Account documents that more than one signature is required for withdrawal, this indication is for your own personal purposes. It is not binding on us. We may pay out funds from your Account if the check, Item, or other withdrawal instruction is signed or approved by any one of the persons authorized to sign on the Account. We are not liable to you if we do this.



## **Payment of Checks to Non-Customers**

If we cash one of your checks for a non-customer, we are subject to certain risks that we would not otherwise have if the check were deposited at another bank and presented to us through the check collection system. We may charge a fee to cash the check, unless prohibited by law. In addition, we may impose additional security, identification, and other requirements on a non-customer seeking to cash a check written on your Account. You agree that we will not be liable to you for refusing to cash the check, if that person refuses: (1) to pay the fee that we may impose; (2) to comply with our security procedures or other requirements; or (3) we are not satisfied that the person presenting the check is the intended payee.

## **Check Processing**

The bank utilizes automated processing each banking day during nightly processing. Due to the large volume of checks that are processed, the Bank cannot verify the signature of every check paid on your account, nor does it allow us to inspect each check for restrictive legends and indorsements, or to inspect for postdated or stale dated checks. This is in accordance with industry standards and you agree that this is not a failure by the bank to exercise ordinary care.

## **Restrictive Legends and Indorsements**

You agree not to place any restrictive legends, restrictive indorsements or other special instructions on any check. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00". We are not required to honor any restrictive legend or conditional notations placed on checks you write. We are not liable to you for any losses, claims, damages, or expenses that result from the placement of these restrictions or other notations on your checks, nor from our failure to abide by them.

## **Safeguarding Your Checks**

You agree to use care in safeguarding unsigned checks on your Account against theft or misuse. You agree to tell us immediately if any such checks are lost, missing, destroyed, or unaccounted for.

## **Stale Checks and Postdated Checks**

If a stale-dated check, a check dated more than six months in the past, is presented for payment against your Account, we may pay the check and charge it to your Account. If a postdated check, a check dated in the future, is presented for payment, we may pay the check and charge to your Account even if it is presented for payment before the date stated on the check. If you do not want us to pay a stale-dated or postdated check, you must place a stop payment order on it.

## **Cash Transaction Reporting**

To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

## **Stop Payment Orders**

You may ask us to stop payment on a check or draft if it has not already been paid. You may request a stop payment in person, by mail or by calling us. We may require that you provide us with written confirmation within fourteen (14) days of the request or we may release the stop. You must give us sufficient notice so that we have a reasonable period of time to act on your request. A stop payment order takes effect only after we have a reasonable opportunity to verify that the Item is unpaid. We will charge you a fee for each stop payment order and each renewal order.

To place a stop payment, we need the following information: Account number, exact amount of the Item and Item number. We may also require the date of the Item, the name of the person who signed or authorized the Item, and the name of the party to whom the Item was made payable. A stop payment order expires after six (6) months. If you do not want the order to expire after six (6) months, you must renew it. Each renewal is treated as a new order. If you want the order to expire in less than six (6) months, you must cancel the order in writing.



Stop payment requests may not be issued on bank cashier's checks or money orders. We may, however, replace a lost, stolen or destroyed bank cashier's check or money order, provided you comply with our established procedures. If the original bank cashier's check or money order is presented to us for payment before your claim becomes effective, we may pay the check, and will not be liable to you for that Item.

You may ask us to stop payment on a future Automated Clearing House ("ACH") debit to your Account if the Item has not already been paid. You are responsible for notifying the sender. For more information on limitations on stop payment orders of preauthorized payment see the Electronic Funds Transfer disclosure included in this document.

## Statements and Notices

We are committed to keeping you informed about your Account. Please note the following information about Account statements and notices from us:

### Statements

We provide you with a periodic imaged statement reflecting activity on your Account. You must promptly review all statements we provide to you and any accompanying Items and notify us immediately of any dispute, error, or other problem, including any fee you believe is improper, unauthorized, or unwarranted.

We mail your statement to you at the address we have in our records for your Account unless we have agreed to provide statements to you electronically. You agree to notify us if you change your address. If one or more statements we mail to you are returned to us, we may impose a Returned Statement Fee (see the Fee Schedule) and stop sending statements until a new address is provided to us. We may destroy statements that are sent to you and returned to us as being undeliverable, along with any accompanying check images and other Items. We are not responsible for imaged checks or statements lost while not in our possession.

We provide a single statement. You may generally obtain an additional copy of your statement for a fee. If you have more than one Account with us, and they are all titled in the same manner, we may send you a combined statement containing information on all your Accounts. If you do not want to receive combined statements please call us at **800-698-BANK (800-698-2265)** or visit a Beacon Bank & Trust bank office. You agree that we may provide you with any changes, additions, or amendments to this Agreement with your periodic statement, regardless of whether you receive your periodic statement electronically or through the mail.

### Examining Statements and Reporting Problems

This section applies to any problem, fee, or unauthorized transaction on your Account, except electronic transactions, which are covered in the Electronic Funds Transfer section.

You agree to review, promptly and carefully, your Account statement and any accompanying Items. In the event that you discover the existence of unauthorized signatures, alterations, other unauthorized transactions, or missing deposits, or any fee, charge, or other transaction that you dispute, you agree to notify us immediately and in writing of such dispute or error within a reasonable time period, which will be no longer than thirty (30) calendar days after we send or make available to you your Account statement.

If you fail to notify us of an unauthorized signature, alteration, missing deposit, forgery, counterfeit check or other unauthorized debit to your Account, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer if we act in good faith. Without regard to care or lack of care by either you or us, if you do not discover and report an unauthorized signature, alteration, forgery, counterfeit check or other unauthorized debit to your Account within sixty (60) days after the date of your statement or the date on which information about the Item or transaction is made available to you, whichever is earlier, you are precluded from asserting the unauthorized transaction against us. For Substitute Checks, you must notify us within forty (40) days to qualify for an expedited credit (see section titled Substitute Checks and Your Rights).

If you claim a credit or refund because of an unauthorized transaction, we will require written confirmation of your claim, including an affidavit signed by you on a form acceptable to us. You also

agree to make a report to the police and to provide us with the copy of the report upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your Account.

## **Notices**

We inform you of changes affecting your rights and obligations by providing a change of terms notice to you. In some cases, we also may post a notice of a change in our bank offices or on our website. We either mail the notice to you at the address we have for you on our records or, if we have agreed on this method, we provide it to you electronically. We may include a notice with or on your statement. If a notice of a change of this Agreement is returned to us (including a notice sent on or with a statement), you agree that the change contained in the notice is still effective and binding on you. For Accounts with more than one owner, we may send notices to any one co-owner. A notice sent to any one owner is effective for all.

If statements or notices are returned to us undelivered, we may destroy them and discontinue further mailings until you notify us in writing of your new mailing address.

## **Additional Terms and Services**

### **Change of Address**

You must furnish your mailing address whenever you open an Account with the Bank and you must provide us with a new mailing address whenever the last one you gave us is no longer correct. If you wish to use any of our online services you will need to provide us with your email address and with your new email address whenever the email address you gave us is no longer correct. We are not responsible for any loss caused if you give us an incorrect address or email address, or if you do not give us a new mailing address or email address.

### **Compliance**

You agree to comply with applicable laws and regulations. You may not use your Account or related services for any illegal transaction or activity, such as those prohibited by the Unlawful Internet Gambling Enforcement Act and the United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Asset Control (OFAC) of the U.S. Department of the Treasury, and Executive Orders issued by the President of the United States.

You agree to indemnify us from any action, proceeding, claim, loss, cost, and expense incurred by us due to any U.S. or foreign government entity seizing or freezing any of your Accounts or funds caused by your action or inaction.

### **How Checking Accounts Are Maintained**

For our internal accounting purposes, consumer checking Accounts will consist of two sub-Accounts: a checking sub-Account and a savings sub-Account. The Bank may periodically transfer funds between these two sub-Accounts. On a sixth (6th) transfer during a calendar month, any funds in the savings sub-Account will be transferred back to the checking sub-Account. If your Account is a type on which interest is paid, your calculation will remain the same. Otherwise, the savings sub-Account will be non-interest bearing. The savings sub-Account will be governed by the rules governing our other savings Accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your periodic statement.

### **Legal Process**

We may accept and act on any legal process that we believe to be valid without any liability by us to you, whether served in person, by mail, by facsimile transmission, or by other means at a location other than the bank office at which the Account, property, or records are held. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax- withholding order, search warrant, forfeiture, or other similar order relating to your Account. You direct us not to contest the legal process. We may but are not required to give you notice of any such legal process except as required by law and will not do so if prohibited by law.

We will hold and turn over funds or other property to the court or creditor as directed by the legal process. If we use funds from a certificate of deposit, we may impose an early withdrawal penalty.

We may charge your Account a legal process fee for each order. You agree to pay us our fees and expenses for research and copying of documents and all other expenses, including administrative expenses that we incur in responding to any legal process related to your Account. These may include attorneys' fees. We may deduct these fees and expenses from any of your Accounts without prior notice to you. Any garnishment, attachment or other levy against your Account is subject to our right of setoff and any security interest we have in the Account. We are not liable to you for not paying Items because we have held or withdrawn funds from your Account or in any way restricted your access to funds because of a legal process.

If we receive a subpoena or other legal process for information about your Account, which we believe requires our compliance, we may release the information. If the legal process requests information about one Account owner or signer, we may release information about other co-owners or signers, even if the legal process does not cover the other co-owners or signers.

### **Overdrafts**

**Generally** – This section provides information about the Bank's overdraft practices. Please review this section and the Bank's Courtesy Pay Disclosure carefully to help you avoid overdrafts and Overdraft Fees and Uncollected Available Funds ("UAF") Overdraft Fees.

**Determining your available balance** – Your available balance is the amount of money in your account that you can use without causing an overdraft. Your available balance includes all credits and debits that have posted to your account, and is reduced by any "holds" on your account, including authorization holds and deposit holds. Funds subject to a hold, dispute or legal process are not included in your available balance.

It is your obligation to track how much money you have in your account and how much money you have committed to pending transactions. Our disclosure of any balance information to you is an estimate based on the information we have available to us, and we do not and cannot know whether there are any other outstanding payments (e.g., checks, preauthorized payments, returned checks, etc.) that may reduce your available balance. You may not rely on any representation of your available balance as a definitive statement of your available balance at that moment in time.

**Authorization holds:** 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 Bank places a hold on your account for any authorized debit card transaction at the time we authorize it until we pay it. The amount of the hold will be the amount we have authorized, based on the request we receive from the merchant, or as permitted under applicable payment network rules. If an authorized transaction is not presented to the Bank for payment within three (3) business days after we first apply the hold, we will release the hold from your account. Authorization holds reduce your available balance. An authorization hold can result in Overdraft Fees or UAF Overdraft Fees if additional items are presented for payment that exceed the reduced available balance resulting from the hold. See the Courtesy Pay Disclosure for examples of how authorization holds can result in fees. Please note that we do not guarantee that any funds being held for a previous transaction will be sequestered for that purpose and we reserve the right to use any funds in the account to pay any item presented for payment in any order.

**Deposit holds:** Please read our Funds Availability Policy for a detailed discussion of how and when we make funds available to you. If you withdraw funds before they become available, you may incur a UAF Overdraft Fee.

**Overdrafts** – We use your available balance to determine whether an overdraft has occurred (i.e., whether your account is overdrawn). If your available balance is insufficient to pay an item when it is processed and posted in the order set forth below, we may, in our sole discretion, pay the item (creating an overdraft) or return the item unpaid (NSF). 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 available balance. The Bank is not responsible for notifying you prior to you incurring an Overdraft Fee or UAF Overdraft Fee due to non-sufficient available funds. Once you are notified that your Account is overdrawn, you will be required to repay the Bank or to deposit sufficient funds to cover the overdraft and all related fees. You agree that we may charge fees for overdraft

items. You agree and acknowledge that the Overdraft Fee and the UAF Overdraft Fee are designed to compensate the Bank for its costs in processing overdraft items and to compensate the Bank for its risk in electing, at its discretion, to pay certain overdrafts. You further agree that Overdraft Fees and UAF Overdraft Fees do not constitute a penalty. If you fail to reimburse the Bank for the overdraft and related fees, we will be entitled to recover our expenses in collecting the overdraft and fees; and any related charges including, without limitation, attorney's fees and legal costs. The payment of one or more overdrafts does not obligate the Bank to honor or pay future overdrafts, and you should not rely upon the Bank to honor or pay any overdraft. We may charge you an Overdraft Fee if we pay an item that exceeds your available balance. We may charge you a UAF Overdraft Fee if we pay an item that exceeds the funds available to you due to a hold on a deposit (see Funds Availability Policy for more information). We will not charge you an Overdraft Fee or UAF Fee on any item that is represented to the Bank, after previously having been returned for a non-sufficient available balance. The amounts of our Overdraft Fees and UAF Overdraft Fees are disclosed in our Common Features Fee Schedule. We will not charge more than five (5) Overdraft Fees and UAF Overdraft Fees, in total, on any one business day. In addition, any debit transaction of \$24.49 or less will not be assessed an Overdraft Fee or UAF Overdraft Fee if it overdraws an account, or if it is paid when there is a negative available balance. You will not be charged fees for overdrafts caused by ATM withdrawals or everyday debit card transactions unless you have Opted In to our Courtesy Pay overdraft services for those transaction types (see Overdraft Opt-In Form). You agree to immediately repay the amount of any overdraft on your account. If your account remains overdrawn for five consecutive business days, you will be charged a Continuous OD (Overdraft) Fee on the fifth such day. Other Bank fees (including, but not limited to Overdraft Fees and UAF Overdraft Fees) can result in a negative available balance, which can lead to the assessment of a Continuous OD Fee. The Continuous OD Fee is in addition to Overdraft Fees and UAF Overdraft Fees that are assessed to your account for overdraft. You agree to immediately pay the amount of any Overdraft Fee, UAF Overdraft Fee, or Continuous OD Fee charged to your account. 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 item. You agree that the Bank may apply any funds in your account to cover overdrafts and fees, including any subsequent deposit to your account (including deposits of payroll and government benefits).

Each owner also agrees that the Bank may debit funds from any other Account held by such owners to repay the overdraft and any related fees. We have no obligation to notify you if we honor, pay, return, or decline an item or transaction for a non-sufficient available balance. You are in the best position to ensure that your Account has sufficient available funds to pay any check or other debit by maintaining an accurate and current record of your deposits and withdrawals. You have the ability to obtain information on your current and available Account balances through any Beacon Bank & Trust ATM, Telephone Banking, Online Banking, by contacting any office or by calling us at **800-698-BANK (800-698-2265)** prior to writing a check, withdrawing cash, or initiating any electronic or debit transaction. Current and available balances do not include outstanding checks or debits not yet submitted to the Bank.

We offer alternatives to our standard overdraft service that may be less expensive, such as an overdraft protection line of credit or a plan to sweep funds from another account you have with us. Please ask us about those alternatives if you are interested.

### **Overdraft Protection**

Overdraft Protection is a service that automatically transfers funds to a qualifying deposit Account to cover an overdraft by one or more of the following methods: (i) transfer of funds from a designated Overdraft Line of Credit Account; (ii) transfer of funds from a designated checking, money market or savings Account; (iii) transfer of funds from a designated Overdraft Line of Credit Account first and if funds are not available from a designated checking, money market or savings Account; or (iv) transfer of funds from a designated checking, money market or savings Account first and if funds are not available from a designated Overdraft Line of Credit Account. When both a designated deposit Account and a designated Overdraft Line of Credit Account are linked, the balance in either Account must be sufficient to cover the overdraft in full before a transfer can be made. The balances in the different Accounts will not be combined to cover the overdraft. Overdraft Line of Credit Accounts are subject to qualification and the terms and conditions contained in the applicable credit agreement,

please refer to the Overdraft Line of Credit Agreement for more information. All fees applicable to your Overdraft Line of Credit Account are also contained in the agreement.

Overdraft Protection may not be available to cover an overdraft if you have exceeded your credit limit or available checking, money market or savings Account balance. If your Overdraft Protection is not available, you will be charged the applicable Overdraft Fee or UAF Overdraft Fee for Insufficient/ Unavailable Funds as disclosed in the Fee Schedule.

You will be charged an Overdraft Fee or UAF Overdraft Fee if we honor or pay an Item or transaction when you have a non-sufficient available balance. We have no obligation to notify you if we honor, pay, return or decline an Item or transaction for a non-sufficient available balance.

If a check/debit or other Item is presented against your checking Account when there is an insufficient balance to pay the Item, funds will be automatically transferred from your designated Overdraft Protection option to the checking Account, in the amount needed to pay the overdraft amount. If there are not enough funds to pay the entire amount of the overdraft or the Overdraft Protection has been terminated, blocked or modified, your Items may be returned unpaid in accordance with your overdraft decision for the overdraft process. You will be charged an Overdraft Fee or UAF Overdraft Fee if we honor or pay the Item or transaction when you have a non-sufficient available balance. We have no obligation to notify you if we honor, pay, return or decline an Item or transaction for a non-sufficient available balance.

Each transfer from a checking, savings or money market Account designated as Overdraft Protection may be subject to the Overdraft Protection Transfer Fee as described in the Fee Schedule. The Bank reserves the right to return any overdraft that cannot be covered by an Overdraft Protection transfer from your credit line or designated checking, money market, or savings Account. Each overdraft Item that cannot be covered by your designated Overdraft Protection option will be subject to the Bank's current Overdraft Fee or UAF Overdraft Fee for Insufficient/ Unavailable Funds in accordance with your overdraft decision for the overdraft process.

### **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 available balance and "debits" (withdrawals and fees) are subtracted from your available balance. "Posting" a debit means the same as the Bank "paying" the debit. Some debit transactions are "authorized" before they post, and the amount of the authorization, also referred to as a "hold," is subtracted from your available balance before the debit posts, as explained above and in the Courtesy Pay Disclosure.

We currently process and post items to your account at the end of each business day, as follows:

- (1) First, we add to your available balance deposit or other credits that have become available to you that business day in accordance with our Funds Availability Policy.
- (2) Next, we subtract from your available balance the amount of any holds for debit transactions that have been authorized but not yet presented to the Bank for payment.
- (3) We then subtract from your available balance items presented to the Bank for payment against your account in categories by type of transaction. Below is a description of the categories of items paid from your account, in the order they are posted to your account:
  - i. Bank fees (except as described in (viii) below), including but not limited to, Overdraft Fees and UAF Overdraft Fees incurred on the prior business day's overdraft items;
  - ii. Wire transfers;
  - iii. Debit card purchases and ATM withdrawals;
  - iv. In-person withdrawals and checks cashed at a Beacon Bank bank office, transfers to other Beacon accounts, payments and transfers initiated via Online Banking, and returned deposit items;
  - v. ACH transactions;
  - vi. Checks not presented in-person at a Beacon Bank & Trust bank office;
  - vii. Other debits;



viii. Bank fees and service charges assessed at the end of the periodic statement cycle, including for example, but not limited to, Monthly Maintenance Service Charges and Below Minimum Balance Service Fees.

For the above-listed categories (ii), (iii) and (iv), we post items, within each category, in the order the transactions were presented to the Bank (time stamped). For debit card purchases and ATM withdrawals, we order transactions based on the time of authorization. If two or more items have the same time stamp, we post the items in low-to-high order by amount. If one or more items within categories (ii), (iii) or (iv) do not have time stamps, the items post, within their respective category, after all items with a time stamp, in low-to-high order. For above-listed categories (v), (vi) and (vii), we post items, within each category, in low-to-high order. We may change our payment order at any time. We will provide you with notice of such changes as required by applicable law. The order in which items are processed and posted to your account may affect the total amount of Overdraft Fees or UAF Overdraft Fees you may incur. Your account statement does not necessarily report debit and credit transactions in the order that they occurred or in the order that they were posted to your account.

### **Setoff and Security Interest**

**Setoff** – If you have any debts due to us or amounts you owe us, then we reserve the right of setoff, or to use funds in your deposit Account to pay any debts or amounts you owe us, even if withdrawal results in an interest penalty or dishonor of subsequent checks. For joint Accounts, we may exercise our right against the entire balance to pay the individual debts of any one owner of the Account. You and your joint Account owners agree that the bank may use the funds in your individual or joint Accounts to satisfy obligations of the joint Account. If you are a sole proprietor, we may charge any of your personal or business Accounts. If your business is a partnership, we may also charge the personal Accounts of any general partner. Any garnishment or other levy against your Account(s) is subject to the Bank's right of setoff and any security interest the bank may have.

To the extent not prohibited by law, the Bank may exercise its right of setoff against any deposit regardless of its source, including deposit of Social Security, disability or other government benefits normally protected from creditor claims, and you expressly acknowledge and agree that such setoff is permissible and to waive your rights to such protection. This provision does not apply to IRA or tax-qualified retirement Accounts, to consumer credit card obligations, or where otherwise prohibited by law.

**Security Interest** – You grant us a security interest in your Account for amounts owing to us under this Agreement by any owner. This provision does not apply to IRA or tax-qualified retirement Accounts, or where otherwise prohibited by law.

### **Inactive Accounts**

Your checking, money market, and savings Accounts will be considered inactive if you have not made a physical deposit or withdrawal to or from the Account for one (1) year. Automatic deposits and withdrawals are not considered to be a transaction performed by you. You may reinstate the status of your Account to active by making a deposit or withdrawal to the Account or by communicating in writing with us regarding your Account.

All Accounts are subject to service charges described in the Fee Schedule, whether or not the Account is active.

### **Unclaimed Property**

Most states have established rules and regulations regarding unclaimed property or escheatment ("Unclaimed Property") for residents of those states. Your home state ("Home State") for purposes of the Unclaimed Property rules is the state of your physical address on your Account. For example, if your address is 1234 Main Street in Boston, Massachusetts, your home state is Massachusetts. If we have not received communication from you, or, if there has not been any activity in your Account for the period of time established by the laws of your Home State, we are required by law to distribute the Account balance to the designated official in your Home State. This process is referred to as "escheatment". Your Account is considered to have activity if you make at least one deposit or withdrawal annually, or, you contact us. For purposes of the Unclaimed Property laws, Account activity must be active, i.e. you must perform a deposit or withdrawal; automatic deposits or withdrawals are not considered activity under the Unclaimed Property laws. Please refer to the Unclaimed Property laws of your state for more information.

If your Account is approaching the designated time frame to be escheated, we will mail you a notice at the address we have on file for you as required by law. We may make other efforts to provide notice to you, consistent with the laws of your Home State. If your Account funds are escheated, we may impose a fee as described in the Fee Schedule. Once the funds are escheated to the state, we are not liable to you for the funds and any questions regarding the funds should be directed to the applicable state Unclaimed Property office.

### **Early Closeout Fee**

If you close out your checking, savings or money market account within ninety (90) calendar days of opening, you will be assessed an Early Account Closure fee (see Fee Schedule).

If you close out your certificate of deposit Account (CD) prior to maturity, you may be subject to an Early Withdrawal Penalty which is calculated and charged based on the CD term (see Certificate of Deposit Truth In Savings Disclosure).

### **Wire Transfers and ACH**

**Wires** – This Agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the Commonwealth of Massachusetts. If you originate a fund transfer for which Fedwire is used, 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.

**ACH (Automated Clearing House) Credits and Debits** – For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association ("NACHA") Operating Rules and any local ACH operating rule then in effect. 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. If we receive a credit to 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.

### **Funds Availability Disclosure**

This disclosure applies to all deposit accounts. In general, our policy is to make funds from your cash and check deposits available to you on the first (1st) business day after the day we receive your deposit. Funds from the deposit of cash made in person with a Bank teller and electronic direct deposits, will be available on the day we receive your deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written and other debits that you have authorized. Deposits of cash and/or checks made at an ATM will be available to you on the first business day after the business day we receive your deposit. External Transfer deposits done via Online Banking will be available to the customer on the second business day after the deposit request is initiated. As long as it is initiated before our 5:00 P.M. EST cut off time. However, if you initiate the transfer after the cut off time or on a day we are not open, we will consider that the transfer was initiated on the next business day we are open.

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

To determine the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. If you make a deposit at our teller line before closing (or before 5:00 P.M. EST at one of our ATMs or using our Mobile Banking product) on business days that we are open, we will consider that to be the day of your deposit. However, if you make a deposit after closing (or after 5:00 P.M. EST at one of our ATMs or using the Mobile Banking product) on a day we are not open, we will consider that the deposit was made on the next business day. If you initiate a transfer before 11:00 P.M. EST on a business day the bank is open using our Online Banking product or our telephone banking service, we will consider that day to be the day of your transfer. However, if you make a transfer after these cutoff times or on a day we are not open, we will consider that the transfer was made on the next business day we are open.



We will not accept cash deposits by mail. Check deposits made by mail should be addressed to:

Beacon Bank & Trust  
Attn: Mail Deposits  
PO Box 1308  
Pittsfield, MA 01202-1308

Check deposits that are mailed to us are considered deposited on the business day we receive them. Deposits placed in a night depository are considered received when we remove them from the night depository. We will remove deposits no later than the next business day.

### **Longer Delays May Apply**

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

#### **Case-by-case delays**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposits, however, will be available on the first business day after the business day of your deposit.

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

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

#### **Safeguard exceptions**

- You deposit checks totaling more than \$6,725.00 on any one day. In this case, we may make the first \$6,725.00 of the day's total deposits available to you on the first (1st) business day after the date of your deposit. The excess over \$6,725.00 will be available no later than the fifth (5th) business day after the day of your deposit.
- We believe a check you deposit will not be paid.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six (6) months as described below:
  1. On six or more banking days within the preceding six months, the account balance is negative, or the account balance would have become negative if checks or other charges to the account had been paid; or
  2. On two or more banking days within the preceding six months, the account balance is negative, or the account balance would have become negative, in the amount of \$6,725.00 or more, if checks or other charges to the account had been paid.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth (5th) business day after the day of your deposit. If the decision to delay availability is not made at the time you make the deposit, we will mail you a notice by the first (1st) business day after we receive your deposit. The notice will tell you when the funds will be available.

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

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

Funds from electronic direct deposits into your Account and cash deposits made in person to one of our employees will be available on the day we receive the deposit. The first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's and Federal, State, and local government checks and U.S. Postal Service money orders 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 \$6,725.00 will be available no later than the fifth (5th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one

of our employees, the first \$6,725.00 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 no later than the fifth (5th) business day after the day of deposit.

#### **New Online Accounts:**

The initial electronic deposit made during the Online Account Opening is processed as an ACH debit to one of your other accounts with us, or as an ACH debit to an account at another bank. If you are debiting your account at another bank to initially fund the account, we will credit your new Online Account provisionally and the funds may not be available until the sending bank gives us final credit. We will make the funds available to you no later than the fifth (5th) business day after the day that the deposit is provisionally credited to your new account. You agree that we may reverse our provisional credit if the sending bank does not give us final payment.

#### **Hold on Other Funds**

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

#### **Foreign Items**

The processing and collection of foreign checks or Items are not subject to U.S. laws or regulations, including collection or return time periods. We reserve the right to accept any checks drawn on a financial institution not located in the United States (including Canadian financial institutions) on a collection basis only. Items accepted for collection are normally credited to your Account only after we have received payment for them. If we do agree to credit your account in advance and do not receive payment for the Item, we will debit your Account for the amount of the Item and any fees. Fees for processing collection Items apply even if the collection Item is returned unpaid.

For each Item sent, we will assess a collection charge plus any collection fees charged to us by other financial institutions that process the Item(s). Checks that are sent for collection are subject to payment by the Drawee Bank and are generally available within thirty (30) calendar days, but may take longer. If the check you present for collection is payable in foreign currency, we will credit your Account in U.S. currency at the foreign exchange rate applied by our Foreign Exchange department minus our collection fee and any collection fees assessed by other financial institutions or payers.

If we accept a foreign check for deposit or collection, you assume all risks associated with the collection process and foreign currency fluctuations. A foreign check may be returned unpaid much later (in some cases, several months later) than Items drawn on U.S. Banks. If a foreign Item is sent for collection and paid, then returned later for fraud, we will debit your account for the Item as well as any fees assessed by the foreign bank.

#### **Other Provisions**

From time to time, a deposited check may be returned unpaid after we make funds available to you. Please remember that even after we have provisionally made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If a check you deposit is returned to us unpaid, you will have to repay us and we may charge your Account for the amount of the check even if doing so overdraws your Account.

### **Electronic Funds Transfer Terms and Conditions**

This Electronic Funds Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed.

You should keep this notice for future reference. Our Online and Mobile Banking, External Transfers, and Bill Payment services are also governed by our Online Banking Disclosure.

**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 Automated Clearing House (ACH) or other payments network. 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 bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank 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:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, savings, or money market account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, savings or money market account(s).
- **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.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

### Telephone Transfers

You may access your Account(s) by telephone 24 hours a day, 7 (seven) days a week, by calling 888-685-8300. You will need to provide your personal identification number (PIN), account number, and your Social Security number to:

- Transfer funds from/to your checking, savings, money market or home equity lines of credit;
- Make payments from checking, savings, or money market accounts to loan accounts with us;
- Obtain information about:
  - Your Account balance, recent deposit and withdrawal activity on your Account,
  - CD balance, rate, term, maturity date and interest,
  - Activate your Debit Card.

In order to transact as set forth above using telephone banking you must:

1. Enter all identification information requested at the time you wish to use this service; and
2. Have sufficient funds available in the Account you are transferring from at the time of the request.

### Online Banking Services

When you enroll in one or all of our Online Banking Services (the "Online Banking Services" which collectively include Online Banking, Bill Pay, External Transfers, Mobile Banking and Mobile Check Deposit) and agree to the terms of the applicable Account agreements or disclosures, you may use your User ID and Password to engage in any of the following transactions or activities, all in accordance with the terms and conditions of the applicable Account agreements; access Account and balance information; transfer funds between certain designated Accounts; make loan payments; pay bills; receive electronic bills; deposit checks via your mobile device; view images of your deposits, deposited checks, and paid checks; change your email address, mailing address and phone number(s) with us; place a stop payment on a check written by you; view and download electronic statements and notices; move money between banks; pay people; and export to third-party software such as Quicken®.

## ATM/Debit Card Transactions

Using your ATM or Mastercard® Debit Card, and your personal identification number ("PIN"), you may:

- Make deposits to designated Accounts at our ATMs;
- Get cash withdrawals from designated Accounts;
- Transfer funds between your designated checking, savings, and money market Accounts;
- Get information about the Account balance of your designated Accounts; and
- Access your designated checking or money market Account to purchase goods and services and get cash back at point-of-sale (POS) terminals. Some of these services may not be available at all terminals. If you have a Mastercard® Debit Card, you can also use your Card to perform the following functions:
- Get cash advances in amounts up to your individual daily transaction limit from participating financial institutions and others that are authorized to make Mastercard® cash advances. Such advances are automatically deducted from your designated checking or money market Account.
- Purchase goods and services wherever Mastercard® Debit is accepted in amounts up to your individual daily transaction limit. Such purchases are automatically deducted from your designated checking or money market Account. All purchases and cash advances are aggregated for purposes of your individual daily transaction limit.
- There is a charge for each inquiry you make at an ATM other than one owned by Beacon Bank & Trust, please see our Fee Schedule.
- For debit card purchase transactions, the merchant may request an authorization from us. If we approve the request, we will reduce the amount of funds available to spend before incurring a fee, from the date of your transaction until payment is requested from us through the Mastercard® system. Some merchants (e.g. hotels, restaurants, gas stations, car rental companies) estimate the authorization amount, which will result in a balance reduction that may be less or greater than the exact amount of your final purchase. Any funds we have associated with the pending transaction will not be available for withdrawal during the period between authorization and payment without incurring a fee for overdrawing the account. This reduction on available funds (before incurring a fee) will be in effect for no more than three (3) business days. When payment is requested through the Mastercard® system, the purchase amount will be debited from your designated checking or money market Account.

## Point-of-Sale Transactions

Using your Beacon Bank & Trust Debit Card, you may access your checking or money market account(s) to purchase goods (in person, online or by phone), get cash from a merchant, if the merchant permits (cash back), and do anything a participating merchant will accept up to your approved limit, with the exception that you cannot receive cash back when using your Beacon Bank & Trust Health Savings Account Debit Card.

## Availability of Funds

When you do not have available funds in your Account, including your Account Overdraft Protection or Overdraft Line of Credit, if any, to pay a transaction, we consider the transaction a non-sufficient available Funds Item and will return the transaction unpaid. If use of your Card results in an overdraft on your Account, you agree to immediately repay us the amount of the overdraft and any Overdraft Fee or UAF Overdraft Fee.

You may be charged an Overdraft Fee or UAF Overdraft Fee if we honor or pay the Item or transaction when you have a non-sufficient available balance. You will not be charged more than one Overdraft Fee or UAF Overdraft Fee for any Item. We have no obligation to notify you if we honor, pay, return or decline an Item or transaction for a non-sufficient available balance.

## Currency Conversion and Cross-Border Transaction Fees

If you initiate a transaction with your Beacon Bank & Trust Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate

for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed. Mastercard charges us a Currency Conversion Assessment and Issuer Cross-Border Assessment on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a MC International Assessment fee of 3.00% MC International Assessment fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

### **Advisory Against Illegal Use**

You agree not to use your Card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Online Banking Computer Transfers – types of transfers and dollar limitations** – You may access your accounts by computer or mobile device 24 hours a day at [www.beaconbank.com](http://www.beaconbank.com) with your User ID and password, to:

- Transfer funds from/to checking, savings, or money market accounts, or to third parties.
- Make loan payments from checking, savings, or money market accounts.
- Get information about:
  - The account balance of checking, savings, money market, or certificate accounts.
  - Activity for checking, savings, money market, or certificate accounts.

### **Automatic Billing Updater**

We utilize the Mastercard Automatic Billing Updater (ABU) program which makes updating your card details completely seamless for you. This program is used by participating merchants to ensure that they have the most up to date card information by automatically updating stored card information such as new card numbers and expiration dates to process your recurring payment and “card on file” account transactions. By automatically maintaining the accuracy of your card data, Mastercard ABU helps prevent disruptions in merchant services due to account changes. To Opt-out of this service, contact the Customer Call Center at **800-698-BANK (800-698-2265)**.

### **FEES**

- We do not charge for direct deposits to any type of account.
- Please refer to Common Features Fee Schedule for additional information about fees.

Except as indicated elsewhere, we do not charge for these 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 of Transfers**

**Electronic Terminal Transfers:** You can get a receipt for most transfers at the time you make a transfer to or from your Account using an ATM or POS terminal. However, you may not get a receipt if the amount of the transfer is \$15.00 or less.

**Preauthorized credits:** If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can access online or mobile banking or call us at **800-698-BANK (800-698-2265)**, to find out whether or not the deposit has been made.

**Periodic Statements:** You will receive a periodic Account statement from us for your checking, savings and money market Accounts that will show your electronic funds transfers.

### **Evidence of Transfer**

Any documentation provided to you, which indicates that an EFT was made will be admissible as evidence of such transfer and will constitute prima facie proof that such transfer was made.

### **Amendments and Termination**

We may change these Electronic Funds Transfer Terms and Conditions at any time (see the Changes to Agreement section). We will send you advance notice of the change, unless the change is favorable to you. In this case, we may make the change at any time without advance notice. We reserve the right to terminate the use of our EFT services for any reason and at any time, and will notify you. You also may terminate the use of our EFT services at any time by calling us at **800-698-BANK (800-698-2265)**. Any termination of your use of our EFT services, whether initiated by you or us, will not affect any of your rights or our rights and obligations under this Agreement, which have arisen before the effective date of the termination.

### **Use of EFT Services**

You are eligible to use any EFT services if you designate and maintain a checking or money market Account as your primary Account, and you may also designate other eligible Accounts for use with some of these services. You may choose to access any of the following types of Accounts: any checking, savings, or money market.

If you are requesting a Mastercard® Debit Card, you must choose a checking or money market account as your primary designated Account. Savings Accounts cannot be used for debit purchases, POS transactions, or bill payments. All Accounts are subject to the rules and regulations governing that type of Account.

### **Ownership and Use of Cards**

The Card, which we issue to you, will remain our property, and you may not transfer it to any other person. You agree to return the Card to us immediately upon demand or upon termination of this Agreement. We will program the machines in which your Card can be used to retain your Card following the termination of this Agreement and in certain other events. You agree that if you permit another person to perform any EFT service with your Card or PIN, you are responsible for any EFT service performed and charges incurred by such person, even if that person exceeds your authorization.

### **Joint Accounts**

If your checking, savings or money market Account is jointly owned with one or more other person, each of you is subject to this Agreement and each of you is individually and jointly responsible for all obligations arising from the use of your Card.

### **Fraud Monitoring**

We subscribe to various services that help us identify and prevent card fraud. Among other things, these services identify transactions that are outside of normal cardholder habits and outside of where the cardholder normally uses their Card. If you plan to travel outside of your normal residential or work area, please call us at **800-698-BANK (800-698-2265)**, before you travel, so that we can note that there may be charges occurring outside of where you would normally transact. These services may contact you directly via text, email or by phone to confirm or deny instances of fraud. Even though we use such services, you must still monitor your account activity carefully and notify us of any unauthorized transactions.

### **Business Days**

For purposes of these electronic banking disclosures, the term "business day" refers to every day, except Saturdays, Sundays and Federal holidays.

### **Advisory Against Illegal Use**

You agree not to use your Card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.



## Electronic Banking Fees

We may charge fees for electronic banking services to your deposit Account. The fees can be found in the Fee Schedule.

### Surcharge or Convenience Fees by Others

In addition to the fees set forth in our Fee Schedule, there may be other fees associated with performing certain transactions at ATMs or POS terminals not owned or operated by us. These other fees are not assessed by us and will not be waived, unless it is a featured benefit of the type of Account you have. Each transaction you complete at an ATM not operated by us may result in a fee, even if multiple transactions (e.g., balance inquiry and a cash withdrawal) are completed during the same ATM session or visit. We are a member of the SUM<sup>®</sup> Program, which means that a surcharge or convenience fee will not be charged if you use an ATM with the SUM<sup>®</sup> symbol.

## Stopping Preauthorized Payments

The initiation by you of certain electronic fund transfers from your Account will effectively eliminate your ability to stop payment of the transfer.

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

**Right and Procedures to Stop Preauthorized Payments:** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. To stop the payment(s), please telephone us at **800-698-BANK (800-698-2265)**, or write us at:

Beacon Bank & Trust  
Attn: Electronic Services  
PO Box 1308  
Pittsfield, MA 01202-1308

Your request must be received three (3) business days or more before the payment is scheduled to be made. You must tell us the exact dollar amount of the payment. If you call, we may also require you to put your request in writing and provide it to us within 14 days after you call. We will charge you for each stop payment order you give (please see our Fee Schedule).

- **Notice of Varying Amounts:** If regular payments from your Account may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made, and how much it will be. You may choose, however, 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 set by you.
- **Liability for Failure to Stop Payment of Preauthorized Transfer:** If you properly 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. Please refer to our Online Banking Agreement for information on changing, canceling, or stopping a bill payment transaction you have previously scheduled.

## Your Liability for Unauthorized Transactions

Unauthorized use means the use of your Card by a person other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. You must contact us immediately if you believe your Card, password, Personal Identification Number (PIN), or similar code has been lost, stolen, or used without your permission, or if you believe that an electronic fund transfer has been or may be made without your permission using information from your check. Under Mastercard's<sup>®</sup> Zero Liability Protection program, you will not be held responsible for unauthorized Card transactions processed by Mastercard<sup>®</sup> provided you exercised reasonable care in safeguarding the Card from risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

### In Massachusetts, Your Maximum Liability

You can lose no more than \$50.00 if you fail to give us notice of your lost or stolen Card and/or PIN



or your Card and/or PIN that has been used without your permission. You should tell us immediately if your statement shows transactions that you did not make. If you do not tell us within sixty (60) calendar days from the date that the statement was sent to you, you may not get back any money you lost after the sixty (60) calendar days if we can prove that we could have stopped the subsequent unauthorized transaction(s) if you had told us in time. If your delay in notifying us is due to extenuating circumstances (such as a hospital stay), we may extend the times specified to a reasonable period. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by Mastercard®.

### **In Connecticut, New York, Rhodes Island and Vermont, Your Maximum Liability**

If you tell us within 2 business days of your lost or stolen Card and/or PIN or your Card and/or PIN that has been used without your permission, then you can lose no more than \$50.00. If you do NOT tell us within 2 business days after you learn of your lost or stolen Card and/or PIN or your Card and/or PIN that has been used without your permission, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00. You should tell us immediately if your statement shows transactions that you did not make. If you do not tell us within sixty (60) calendar days from the date that the statement was sent to you, you may not get back any money you lost after the sixty (60) calendar days if we can prove that we could have stopped the subsequent unauthorized transaction(s) if you had told us in time. If your delay in notifying us is due to extenuating circumstances (such as a hospital stay), we may extend the times specified to a reasonable period. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by Mastercard®.

### **Contact in the Event of Unauthorized Transfer**

If you think your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, please telephone us at **800-698-BANK (800-698-2265)**, or write to us at:

Beacon Bank & Trust  
Attn: Electronic Banking  
P.O. Box 1308  
Pittsfield, MA 01202-1308

You should also call this number or write to this address if you believe an electronic funds transfer has been made using the information from your check without your permission.

To report a lost or stolen ATM/Debit Card during non-banking hours, please contact our ATM/Debit Card Service Provider at 1-888-849-6046.

### **Our Liability for Failure to Complete Transactions**

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

- If through no fault of ours, your Account has insufficient available funds to make the transfer;
- If the funds in your Account are subject to legal process, such as garnishment, attachment or other lien; if the transfer would exceed the credit limit of your Overdraft Line of Credit;
- If the ATM, terminal or system was not working properly, and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire, power outage, equipment failure or flood) prevent the transfer despite reasonable precautions we have taken;
- If the card or PIN has been reported stolen, or we have reason to believe that you or someone else is attempting to make a transfer for fraudulent or illegal purpose;
- If you or we have terminated the Agreement;
- If your PIN or Card has been canceled, or your designated Account has been closed;
- If the ATM or other banking terminal or system where you were making the transfer does not have enough cash.

There are other exceptions stated in our agreement(s) with you, which cover the particular type of Account involved in a specific transaction.

### **Disclosure of Account Information to Third Parties**

In order to protect your privacy, we will not disclose any information about you or your Account(s) to any person, organization, or agency except:

- Where it is necessary to complete the transfer;
- To comply with government agency or court orders or lawful subpoena;
- To our employees, auditors or collection agents in the course of their duties;
- To persons authorized by law in the course of their duties;
- For verification of the existence and condition of your Account for a credit bureau and merchant;
- To a consumer reporting agency as defined in Chapter 93, section 50 of Massachusetts General Laws;
- To certain third parties with whom we have joint marketing agreements; or
- By your written authorization.

### **In Case of Errors or Questions About Your EFTs**

If you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, telephone us at once at **800-698-BANK (800-698-2265)**, or as soon as you can, write to:

Beacon Bank & Trust  
Attention: ATM Department  
PO Box 1308  
Pittsfield, MA 0102-1308

We must hear from you no later than sixty (60) calendar days after we send or make available to you the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number (if any);
- 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; and
- Tell us the dollar amount of the suspected error and, if you can, the date that the transaction occurred.

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

For errors involving new Accounts, points-of-sale, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error. For purposes of this paragraph, your Account is considered a new Account for the first thirty (30) calendar days after the first deposit is made.

We will send you a written explanation within three (3) business days after we finish our investigation. You may, at no cost, examine and inspect all documents that we used in our investigation. You may also ask for copies of the documents we used in the investigation. If the alleged error concerns a transfer to or from a third party (for example, a Social Security payment), our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact such third party to pursue the matter further.

## Substitute Checks and Your Rights

The following provisions help explain some of your rights under the Check Clearing for the 21st Century Act commonly referred to as Check 21.

### What Is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or electronic debits to your Account. However, you have rights under other laws with respect to those transactions. What Are My Rights Regarding Substitute Checks?

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

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 \$2,500.00 of your refund (plus interest if your Account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after we receive your claim.

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

### How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at **800-698-BANK (800-698-2265)**, or write to us at:

Beacon Bank & Trust

Attn: Deposit Services-Adjustments

PO Box 1308

Pittsfield, MA 0102-1308

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were unable to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you 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; and
- A copy of the substitute check and/or the following information to help us identify the substitute checks: the check number, the name of the person to whom you wrote the check, and the amount of the check.

## ATM Safety Tips

We care about making banking convenient for you. We also care about making it safe. So, please keep the following tips in mind each time you use an ATM.

1. Prepare for your transactions at home to minimize your time at the ATM.
2. Mark each transaction in your account record, but not while at the ATM. Always save your ATM receipts. Do not leave them at the ATM.
3. Compare your records with the account statements you receive.
4. Do not lend your ATM Card to anyone.
5. Remember, do not leave your Card at the ATM.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM Card or if it is stolen, promptly notify us. You should consult this Agreement for information about what to do if your Card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the ATM, especially after sunset. If you observe any problem, go to another ATM.
10. Do not accept assistance from anyone you do not know when using an ATM.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
12. Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.

## Identity Theft

Your role is extremely important in the prevention of wrongful use of your Account. If you notice suspicious or fraudulent activity on your Account, contact us at **800-698-BANK (800-698-2265)** to advise us of the nature of your concern.

If necessary, we can restrict access to your Account, change your Account password, issue new Cards, close your Account if there is evidence that your Account has been the target of criminal activity, or take other appropriate action. Below are some other steps you should take to protect your Account(s).

Contact the fraud department of each of the three (3) major credit bureaus to report the identity theft and request that the credit bureaus place a fraud alert and a victim's statement in your file. The fraud alert puts creditors on notice that you have been the victim of fraud, and the victim's statement asks them not to open additional Accounts without first contacting you. The following are the telephone numbers for the fraud departments of the three (3) national credit bureaus:

- TransUnion: 800-680-7289
- Equifax: 800-525-6285
- Experian: 888-397-3742

You may request a free copy of your credit report from a credit bureau, which must provide a free copy of your report if you have reason to believe the report is inaccurate because of fraud and you submit a request in writing.

Review your report to make sure no additional fraudulent Accounts have been opened in your name or unauthorized changes made to your existing Accounts. Also, check the section of your report that lists "inquiries" and request that any inquiries from companies that opened the fraudulent Accounts be removed.

Contact any creditor where you have an Account that you think may be the subject of identity theft. Advise them of the identity theft. Request that they restrict access to your Account, change your Account password or close your Account if there is evidence that your Account has been the target of criminal activity.

Close the Accounts that you know or believe have been tampered with or opened fraudulently. You may file a report with your local police department. Get a copy of the report to submit to your creditors and others that may require proof of the crime.

You may file your complaint with the Federal Trade Commission (FTC). The FTC maintains a database of identity theft cases used by law enforcement agencies for investigation. You may contact the FTC at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or call their hotline at 877-IDTHEFT (438-4338). Filing a complaint also helps us learn more about identity theft and the problems victims are having so that we can better assist you.

## Alternative Dispute Resolution Process, Arbitration, Waiver of Class Action and Opt-Out Procedures

From time to time, you may have concerns having to do with your Account or other matters. Most concerns can be resolved by calling our Customer Call Center at **800-698-BANK (800-698-2265)**. In the event that a dispute arises between you and us about your Account or any services that we provide, You and Bank agree that we shall attempt to informally settle any and all disputes (Informal Dispute Resolution Process) arising out of, affecting, or relating to your accounts, or the products or services the Bank has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Bank (hereafter referred to as the "Claims"). Attempts to informally settle the Claims will include a written exchange of information describing the Claims (a "Notice of Dispute"), the bases for the Claims, and the relief sought, and then an in-person meeting (or a meeting by Zoom or similar electronic means), or telephonic meeting, to discuss, in good faith, a potential resolution of the claims. Neither you nor we may commence, join, or be joined to any proceeding arising from the other party's actions relating in any way to your account or alleging that the other party has breached any provision of, or any duty owed by reason of, any agreement with the Bank, until you or we have notified the other party pursuant to the notice procedures for the informal dispute-resolution process described in this section, and have given the other party a reasonable period to take corrective action (if corrective action is appropriate). This applies to any conduct, fee, claim, breach, or duty accruing before or after the effective date of this Agreement. You and we agree that a reasonable period to take corrective action will be 60 days from the date the required notice was given unless applicable law specifies a shorter period for corrective action to be taken, in which case the time specified under applicable law will be deemed to be reasonable for purposes of this section. You must provide this notice once you become aware of a claim and within the time required under applicable law.

All notices given in connection with this informal dispute resolution process by either you or us must be in writing, signed by the party providing notice, and with a detailed explanation of the factual basis for any alleged claim that allows the other party sufficient information to take corrective action. A Notice of Dispute must include the sender's name, mailing address, email address, telephone number, and account information (i.e., account numbers), along with a description of the dispute and what resolution to the dispute is being sought, including an individualized calculation of any damages asserted. All applicable statutes of limitations will be considered tolled beginning on the day a compliant Notice of Dispute is sent. You will send any Notice of Dispute to our Legal Department at:

Beacon Bank & Trust  
Notice of Dispute: ATTN: Legal Department  
PO Box 1308  
Pittsfield, MA 01202

Bank will send any Notice of Dispute to your registered email address and also to the account address associated with the account at issue. If we provide a Notice of Dispute to you in connection with this informal dispute-resolution process, the Notice of Dispute will be considered to have been given to you when it is mailed to your address by first-class mail or when it is actually delivered if sent by other means. There may be only one designated Notice of Dispute address under this Alternative Dispute Resolution Process, Arbitration, Waiver of Class Action and Opt-Out Procedures section ("Arbitration Agreement") at any one time.

After the 60-day period for reasonable notice is complete, if the other party has not yet taken corrective action, this informal dispute resolution process is not complete until the party providing Notice of Dispute has spoken to the other party at least once either on the telephone or in person (including via Zoom or other teleconference method) through the contact information provided herein (for us) or associated with the account (for you). If either side makes three unsuccessful attempts at oral contact without success, and can document those attempts, and if the dispute remains unresolved despite compliance with the requirements of the informal dispute resolution process herein, then the obligations of this informal dispute resolution process have been met. Notwithstanding the arbitration provision below, either party shall have the right (but not the obligation) to request that a court determine whether the other party has complied with this Informal Dispute Resolution Process. Neither the Bank nor you can proceed to arbitration without first providing a compliant Notice of Dispute and engaging in Informal Resolution for the required period. If you or Bank proceed to arbitration without providing a compliant Notice of Dispute or before the end of the Informal Resolution period, a court may enjoin the filing and order the party that has not followed this Informal Resolution process to reimburse the other party for any arbitration fees and costs already incurred. If you and Bank dispute whether a Notice of Dispute complied with this subsection, that particular dispute over compliance will be resolved by a court, not an arbitrator, notwithstanding the provision otherwise delegating to the arbitrator Disputes over the validity, enforceability, or scope of this section.

If either party makes a settlement offer in connection with this Informal Dispute Resolution Process, and the other party rejects that offer and pursues litigation in the relevant forum, then if the rejecting party obtains relief less than or equal to the settlement offer, the offering party shall be entitled to reasonable attorneys' fees (if any), to the extent allowed by law.

## **Arbitration**

If the Claims cannot be resolved through the Informal Dispute Resolution Process, then you agree that except as otherwise set forth herein any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise, and including rules applicable to mass arbitrations. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or a copy of the Rules can be obtained at any bank office upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to a Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. Each claim you make for arbitration must include your name and address on file with us, an account number you have with us, and a short and plain statement of the claims asserted, and relief sought. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration



by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to: (i) claims that are or can be initiated in or transferred to small claims court, so long as they are prosecuted individually and remain in small claims court; (ii) actions initiated by "covered borrowers" under the Military Lending Act; (iii) claims involving residential mortgage secured loans covered by Regulation Z; (iv) claims involving the foreclosure of a consensual security interest in real, personal or intangible property, or (v) any other claims where arbitration is prohibited by law.

For Disputes in which the claimant seeks less than USD \$10,000.00, the arbitrator will decide the matter solely on the basis of written submissions, without a formal hearing, unless the arbitrator decides for good cause shown that a formal hearing is necessary. For matters in which the claimant seeks USD \$10,000.00 or more, or smaller matters in which the arbitrator determines a hearing to be necessary, hearings shall be conducted by video or telephone, unless the arbitrator determines an in-person hearing to be necessary for good cause shown. Unless you and Bank agree otherwise, the arbitrator's decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions.

To the fullest extent allowed by applicable law, the arbitrator may only award legal or equitable remedies that are individual to you or Bank to satisfy one of our individual claims that the arbitrator determines are supported by credible, relevant evidence.

- a. **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, or declines to administer the Claims for any reason, and if you and we do not agree on a substitute arbitration forum, then you can select the arbitration forum for the resolution of the Claims.
- b. **Effective Date.** This Arbitration Agreement is effective upon the 31st day after we provide it to you ("Effective Date") unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision of this Arbitration Agreement. If you receive your statements by mail and did not receive this Arbitration Agreement when you opened your Account, then this Arbitration Agreement was provided to you when it was mailed. If you receive your statements electronically and did not receive this Arbitration Agreement when you opened your Account, then it was provided to you when you were sent notice electronically.
- c. **Arbitration Proceedings.** The arbitration shall be conducted within fifty (50) miles of your residence at the time the arbitration is commenced, or remotely by Zoom or other similar electronic means if required by the Rules or approved by the arbitrator. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. The Arbitrator will follow the law and not be entitled to make errors of law. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed, provided, however, that either party may appeal to any court with jurisdiction to the extent the Arbitrator makes an error of law. We will pay for any filing, administration, and arbitrator fees imposed on you by the AAA, except if you are the claimant seeking relief, in which case you will be responsible for: the first \$200.00 of the filing fees, whatever amount is required by AAA, or the amount you would be required to pay to file a claim in the applicable court, whichever is the greatest. You will be responsible for your own attorneys' fees. The Arbitrator will be entitled to award attorneys' fees and costs to the prevailing party if permitted by applicable law. You and we hereby agree that any arbitrator shall have the power to award costs or fees as a sanction consistent with conduct sufficient to warrant sanctions under either Federal Rule of Civil Procedure 11 or 28 U.S.C. § 1927. You and we also agree that any attorney representing you in any arbitration must be licensed to practice law in the jurisdiction where the arbitration takes place. In all cases, The arbitrator will decide the substance of all claims in accordance with law as specified in choice-of-law provisions here, including recognized principles of equity, and will honor all claims



of privilege recognized by law. The arbitrator shall dismiss an arbitration demand on the pleadings if it does not contain sufficient factual matter to state a claim to relief that is plausible on its face. Any arbitration demand must be personally signed by you or by a Bank representative. The arbitrator will not be bound by rulings in prior arbitrations involving different Bank customers, but will be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law. As limited by applicable law, this Arbitration Agreement, and the applicable Rules, the arbitrator will have (1) the authority and jurisdiction to make all procedural and substantive decisions regarding a Claim, including the determination of whether a claim is arbitrable, and (2) the authority to grant any remedy that would otherwise be available in court. At the end of any arbitration, the arbitrator may award reasonable attorney's fees and costs or any portion thereof to either party upon determining that the claim, cross-claim, or defense is frivolous or brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)) to the extent authorized by applicable law.

- d. **Emergency Relief.** Nothing contained in this Arbitration Agreement shall prevent either you or the Bank from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. Nothing contained in this Arbitration Agreement will prevent either you or the Bank from exercising self-help remedies, including non-judicial foreclosure, repossession, or set-off.
- e. **Validity and Enforcement.** Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
- f. **Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.**
- g. **Notice and Filing Timing.** To the fullest extent permitted by applicable law, you or Bank must start arbitration of a Dispute within two (2) years from when the Dispute first arose. If applicable law or other contract terms requires you or Bank to bring a claim for a Dispute sooner than two (2) years after the Dispute first arose, that shorter deadline applies instead. The failure to begin arbitration regarding a Dispute within the time frames described above in this Section may bar the Dispute (if applicable law allows), which means that you and Bank will not have the right to assert the Dispute.
- g. **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.
- h. **Coordinated Filings.**

If 25 or more Notices of Disputes are sent that raise similar claims and have the same or coordinated counsel, these will be considered "Coordinated Cases" and will be treated as mass filings or multiple case filings according to the Rules, if and to the extent Coordinated Cases are sought to be filed in arbitration as set forth in these Terms. Bank or you may advise the other of its or your belief that cases are Coordinated Cases, and Disputes over whether a case or cases meet the contractual definition of "Coordinated Cases" will be decided by the arbitration provider as an administrative matter (or by a Process Arbitrator if the arbitration provider so requires). Demands for Arbitration in Coordinated Cases shall only be filed with the arbitration provider as permitted by the bellwether process set forth below. Bank will pay only its share of arbitration fees for Coordinated Cases; the claimants will be responsible for their share of those fees. Applicable statutes of limitations will be tolled for claims asserted in a Coordinated Case from the time a compliant Notice of Dispute has been sent for that claimant until, under the terms of these Terms, the claimant's Coordinated Case may be filed in arbitration or court.

Once counsel in the Coordinated Cases has advised Bank that all or substantially all the Notices of Dispute have been provided, counsel for the parties shall confer in good faith regarding the number

of cases that should proceed in arbitration as bellwether cases. The number of cases chosen should suffice to allow each side to test the merits of its arguments. If the parties do not agree on the number of bellwethers, an even number shall be chosen by the arbitration provider as an administrative matter (or by a Process Arbitrator if the arbitration provider so requires). Factors that may be considered in making this decision include the complexity of the dispute and differences in facts or applicable laws among various cases. Once the number of bellwethers is fixed, each side shall select half that number from among the claimants who have provided compliant Notices of Dispute, and only those chosen cases may be filed with the arbitration provider. The arbitration provider may not assess fees to Bank for any Demands not filed. The parties acknowledge that resolution of some Coordinated Cases will be delayed by this bellwether process.

Unless the parties agree otherwise, each bellwether trial should be assigned to a different arbitrator. Once all bellwether trials have concluded (or sooner if the counsel for the claimants and Bank agree), Bank and claimants in the Coordinated Cases must engage in a single mediation of all remaining Coordinated Cases, with each side paying half the applicable mediation fee. Bank and the claimants must agree on a mediator within thirty (30) days after the conclusion of the last bellwether trial, and if they do not, the arbitration provider will promptly appoint a mediator as an administrative matter. Bank and the claimants will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

If the mediation does not yield a global resolution, this arbitration requirement shall no longer apply to Disputes that are the subject of remaining Coordinated Cases for which a compliant Notice of Dispute was received by the other party. Such Disputes may be filed only in the state courts in Massachusetts, or if federal jurisdiction exists, in the United States District Court for the District of Massachusetts, and you consent as part of these Terms to venue such cases exclusively in these courts. Nothing in this paragraph shall be construed as prohibiting either you or Bank from removing a case from state to federal court if removal is allowed under applicable law. To the extent you are asserting the same claims as other persons and are represented by common or coordinated counsel, you agree to waive any objection that the joinder of all such persons is impracticable. If a formerly arbitrable Dispute is brought in court, claimants whose claims were part of the Coordinated Cases may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in the Coordinated Cases who provided compliant Notices of Dispute, and any party may contest class certification at any stage of the litigation and on any available basis. This is a limited exception to the class action waiver that otherwise applies to all Disputes between us.

A court shall have the authority to enforce this process for resolving Coordinated Cases and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

**RIGHT TO OPT-OUT.** You have the right to opt out of this Arbitration Agreement and doing so will not affect any other terms of this Agreement or your relationship with us. TO OPT OUT OF THIS ARBITRATION AGREEMENT, YOU MUST MAIL US WRITTEN NOTICE OF YOUR DECISION, POSTMARKED BY THE DATE THAT IS 30 DAYS AFTER WE FIRST PROVIDED THIS ARBITRATION AGREEMENT TO YOU. Your opt out notice must include your name, address, Account number for each deposit Account you wish to opt out and your signature and must be mailed to us at Beacon Bank & Trust, Attn: Deposit Services, PO Box 1308, Pittsfield, MA 01202 ("Notice Address"). This is the only method by which you can opt out of this Arbitration Agreement. For Joint Accounts, an opt-out notice signed by one Account holder shall apply to all owners listed on the deposit Account. This Arbitration Agreement will apply to any dispute relating to any Account(s) for which we do not receive a timely and proper opt-out notice as described in this paragraph (including disputes involving Account owners added to your deposit Account in the future).

**FOR MORE DETAILS** or if you have questions, you may call our Customer Call Center at **800-698-BANK (800-698-2265)**, or visit one of our bank office locations. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at 800-778-7879.

FACTS	WHAT DOES BEACON 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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and credit history</li> <li>• Account transactions and overdraft history</li> <li>• Account balances and transaction history</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
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 Beacon Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Beacon Bank share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>YES</b>	<b>NO</b>
<b>For our marketing purposes</b> —to offer our products and services to you	<b>YES</b>	<b>NO</b>
<b>For joint marketing with other financial companies</b>	<b>YES</b>	<b>NO</b>
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences	<b>YES</b>	<b>NO</b>
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness	<b>NO</b>	<b>We do not share</b>
<b>For our affiliates to market to you</b>	<b>YES</b>	<b>YES</b>
<b>For nonaffiliates to market to you</b>	<b>NO</b>	<b>We do not share</b>
<b>To limit our sharing</b>	<p>Call the Beacon Bank Call Center Toll-Free at 1-800-698-2265.</p> <p><b>Please note:</b></p> <p>If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>	
<b>Questions?</b>	Call our Beacon Bank Call Center at 1-800-698-2265.	

Who we are	
Who is providing this notice?	Beacon Bank & Trust, hereinafter referred to as Beacon Bank, a subsidiary of Beacon Financial Corporation.
What we do	
How does Beacon Bank protect my personal information?	<p>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.</p> <p>We regularly test and assess our information security measures, train employees and adopt enhancements as necessary to protect your information.</p>
How does Beacon Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• open an account or apply for a loan</li> <li>• use your debit card or provide account and contact information</li> <li>• make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies that are under common control of Beacon Financial Corporation including subsidiaries of Beacon Bank &amp; Trust. Additional companies include but are not limited to Beacon Financial 1031 Exchange Services LLC, Clarendon Private LLC, Eastern Funding, RNL &amp; Associates, and Berkshire Mortgage Servicing Company.</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Beacon Bank does not share with nonaffiliates so they can market to you.</li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners may include: mortgage companies, insurance companies, and investment advisors.</li> </ul>
Other Important Information	
We do not share transaction or experience information about customers who reside in Vermont or California except as permitted by applicable law. We also comply with Massachusetts privacy and disclosure laws as applicable.	

## Truth-In-Savings Disclosure

**FEE INFORMATION – PLEASE REFER TO THE CURRENT COMMON FEATURES CONSUMER FEE SCHEDULE FOR ADDITIONAL INFORMATION ABOUT APPLICABLE FEES AND CHARGES THAT MAY BE IMPOSED ON THE PRODUCT YOU OPEN.**

### **CHECKING ACCOUNTS**

#### **Free Checking**

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – No maintenance service charge fees will be charged on this account regardless of the balance maintained.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

#### **Checking Plus Checking**

**Rate information** – Your interest rate and Annual Percentage Yield (APY) may change.

**Determination and Frequency of rate changes** – At our discretion, we may change the interest rate on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly. Interest will be credited to your account every month on the statement date.

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – A maintenance service charge of \$10.00 will be imposed every month in which your combined balance falls below \$5,000.00 any day of the monthly statement cycle. The maintenance service charge will be waived if you receive a direct deposit during the statement period.

The **PRIMARY OWNER** must be the same on all qualifying accounts for the account balances to be combined. The combined balance is calculated by adding together: (a) the average daily balance of all your personal non-retirement savings, personal checking, and personal money market accounts since their last statement dates; and (b) the current balance of all of your personal certificates of deposit and individual retirement accounts (IRAs) as of your personal checking account's last statement date. To calculate the average daily balance, we add the principal amount in the account for each day of the statement period and divide by the number of days in the statement period.

**Minimum balance to obtain the APY disclosed** – You must maintain a minimum balance of \$1.00 each day to obtain the disclosed APY.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

#### **Premium Checking**

**Rate information** – The interest rate and Annual Percentage Yield (APY) for your account depend upon the applicable rate tier. The interest rate and APY for these tiers may change.

**Determination and Frequency of rate changes** – At our discretion, we may change the interest rate on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly. Interest will be credited to your account every month on the statement date.

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – A maintenance service charge of \$25.00 will be imposed every month in which your combined balance falls below \$25,000.00 any day of the monthly statement cycle.

The **PRIMARY OWNER** must be the same on all qualifying accounts for the account balances to be combined. The combined balance is calculated by adding together: (a) the average daily balance of all

of your personal non-retirement savings, personal checking, and personal money market accounts since their last statement dates; and (b) the current balance of all of your personal certificates of deposit and individual retirement accounts (IRAs) as of your personal checking account's last statement date. To calculate the average daily balance, we add the principal amount in the account for each day of the statement period and divide by the number of days in the statement period.

**Minimum balance required to earn the APY disclosed** – You must maintain a minimum balance of \$1.00 each day to obtain the APY disclosed.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Miscellaneous information** – All non-Beacon Bank ATM Inquiry fees incurred nationwide waived. We will reimburse all non-Beacon Bank ATM Withdrawal and Surcharge fees incurred nationwide per statement cycle. Your surcharge (non-Beacon Bank ATM fee) credits may be reportable to the IRS on Form 1099-MISC.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **Bank On Checking**

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – A maintenance service charge of \$5.00 will be imposed every month regardless of the balance maintained.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **18/65 Checking** (*Massachusetts Residents Only*)

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – No maintenance service charge fees will be charged on this account regardless of the balance maintained.

**Account eligibility** – If you are a Massachusetts resident and are age 18 or younger, or age 65 or older, then you are entitled, upon request, to one checking account with certain service charges at a reduced rate. Other service charges will continue to apply. To qualify, you must submit proof of age and be the **PRIMARY OWNER**. When you no longer meet the age requirements, your account will be changed to the Free Checking product. Notification will be sent to you thirty (30) days in advance prior to product change.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **Student Checking**

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – No maintenance service charge fees will be charged on this account regardless of the balance maintained.

**Miscellaneous information** – To qualify for this account, the account owner must be under the age of 25. A parent or legal guardian who is at least 18 years old is required to be a joint owner on the account for account owners under the age of 18 (minor). Beacon Bank's discretionary overdraft service, Courtesy Pay<sup>sm</sup>, is not available. Account not eligible for check writing. Account owners under the age of 18 (minors) are not eligible for Online Bill Pay.

All non-Beacon Bank ATM Inquiry fees incurred nationwide waived. We will reimburse all non-Beacon Bank ATM Withdrawal and Surcharge fees incurred nationwide per statement cycle. Your surcharge (non-Beacon Bank ATM fee) credits may be reportable to the IRS on Form 1099-MISC.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

## **MONEY MARKET ACCOUNTS**

### **Personal Money Market**

**Rate information** – The interest rate and Annual Percentage Yield (APY) for your account depend upon the applicable rate tier. The interest rate and APY for these tiers may change.



**Determination and Frequency of rate changes** – At our discretion, we may change the interest rate on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly. Interest will be credited to your account every month.

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – A maintenance service charge of \$10.00 will be imposed every month in which the average monthly balance in the account falls below \$2,500.00 any day of the monthly calendar period.

**Minimum balance to obtain the APY disclosed** – You must maintain an average monthly balance of \$10.00 in the account to obtain the APY disclosed.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations:** For Money Market Accounts, within any monthly period, you may make a total of ten (10) withdrawals, transfers, or payments to another account or third party, at no charge. Transactions subject to the ten (10) transaction limit include: automatic transfers and online banking transfers between your accounts; Bill Payments; telephone transfers initiated through Telephone Banking, branch or the Customer Support Center; ACH debits; checks; debit card point of sale and preauthorized debits; and wires or similar payment orders. We will use the date the transaction is completed by us (as opposed to the date that you initiate it to determine the transaction date). In person withdrawals at a teller window, at an ATM, or received by mail are unlimited.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **Relationship Money Market**

**Rate information** – The interest rate and Annual Percentage Yield (APY) for your account depend upon the applicable rate tier. The interest rate and Annual Percentage Yield for these tiers may change.

**Determination and Frequency of rate changes** – At our discretion, we may change the interest rate on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly. Interest will be credited to your account every month.

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – No maintenance service charge fees will be charged on this account regardless of the balance maintained.

**Minimum balance to obtain the APY disclosed** – You must maintain a minimum balance of \$10.00 in the account each day to obtain the APY disclosed.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Account eligibility** – To qualify for this account, you must be a **PRIMARY OWNER** of a Checking Plus Checking or Premium Checking account. If you no longer have a Checking Plus Checking or Premium Checking account, your account will be changed to a Personal Money Market product. Notification will be sent to you thirty (30) days in advance prior to product change.

**Transaction limitations:** For Money Market Accounts, within any monthly period, you may make a total of ten (10) withdrawals, transfers, or payments to another account or third party, at no charge. Transactions subject to the ten (10) transaction limit include: automatic transfers and online banking transfers between your accounts; Bill Payments; telephone transfers initiated through Telephone Banking, branch or the Customer Support Center; ACH debits; checks; debit card point of sale and preauthorized debits; and wires or similar payment orders. We will use the date the transaction is

completed by us (as opposed to the date that you initiate it to determine the transaction date). In person withdrawals at a teller window, at an ATM, or received by mail are unlimited.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

## **SAVINGS ACCOUNTS**

### **Personal Savings**

**Rate information** – Your interest rate and Annual Percentage Yield (APY) may change.

**Determination and Frequency of rate changes** – At our discretion, we may change the interest rate on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly. Interest will be credited to your account every month.

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – A maintenance service charge of \$5.00 will be imposed every month in which the average monthly balance in the account falls below \$250.00 any day of the monthly calendar period.

**Minimum balance to obtain the APY disclosed** – You must maintain a minimum balance of \$10.00 in the account each day to obtain the APY disclosed.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations:** For Savings Accounts, within any monthly period, you may make a total of ten (10) withdrawals, transfers, or payments to another account or third party, at no charge. Transactions subject to the ten (10) transaction limit include: automatic transfers and online banking transfers between your accounts; Bill Payments; telephone transfers initiated through Telephone Banking, branch or the Customer Support Center; ACH debits; checks; debit card point-of-sale and preauthorized debits; and wires or similar payment orders. We will use the date the transaction is completed by us (as opposed to the date that you initiate it to determine the transaction date). In person withdrawals at a teller window, at an ATM, or received by mail are unlimited.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **18/65 Savings (Massachusetts Residents Only)**

**Rate information** – Your interest rate and Annual Percentage Yield (APY) may change.

**Determination and Frequency of rate changes** – At our discretion, we may change the interest rate on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly. Interest will be credited to your account every month.

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – No maintenance service charge fees will be charged on this account regardless of the balance maintained.

**Minimum balance to obtain the APY disclosed** – You must maintain a minimum balance of \$10.00 in the account each day to obtain the APY disclosed.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Account Eligibility** – If you are a Massachusetts resident and are age 18 or younger or age 65 or older, then you are entitled, upon request, to one checking account with certain service charges at a reduced rate. Other service charges will continue to apply. To qualify, you must submit proof of age and be the **PRIMARY OWNER**. If you do not meet the above age requirements, your account will be changed to a Personal Savings product. Notification will be sent to you thirty (30) days in advance, prior to product change.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **Relationship Savings**

**Rate information** – Your interest rate and Annual Percentage Yield (APY) may change.

**Determination and Frequency of rate changes** – At our discretion, we may change the interest rate on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly. Interest will be credited to your account every month.

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – No maintenance service charge fees will be charged on this account regardless of the balance maintained.

**Minimum balance to obtain the APY disclosed** – You must maintain a minimum balance of \$10.00 in the account each day to obtain the APY disclosed.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Account Eligibility** – To qualify for this account, you must be a **PRIMARY OWNER** of a Checking Plus Checking or Premium Checking account. If you no longer have a Checking Plus Checking or Premium Checking account, your account will be changed to a Personal Savings product. Notification will be sent to you thirty (30) days in advance, prior to product change.

**Transaction limitations:** For Savings Accounts, within any monthly period, you may make a total of ten (10) withdrawals, transfers, or payments to another account or third party, at no charge. Transactions subject to the ten (10) transaction limit include: automatic transfers and online banking transfers between your accounts; Bill Payments; telephone transfers initiated through Telephone Banking, branch or the Customer Support Center; ACH debits; checks; debit card point-of-sale and preauthorized debits; and wires or similar payment orders. We will use the date the transaction is completed by us (as opposed to the date that you initiate it to determine the transaction date). In person withdrawals at a teller window, at an ATM, or received by mail are unlimited.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **High Yield Savings**

**Rate information** – The interest rate and Annual Percentage Yield (APY) for your account depend upon the applicable rate tier. The interest rate and Annual Percentage Yield for these tiers may change.

**Determination and Frequency of rate changes** – At our discretion, we may change the interest rate on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly. Interest will be credited to your account every month.

**Minimum balance to open the account** – You must deposit \$100,000.00 to open this account.

**Minimum balance to avoid imposition of fees** – No maintenance service charge fees will be charged on this account regardless of the balance maintained.

**Minimum balance to obtain the APY disclosed** – You must maintain a minimum balance of \$10.00 in the account each day to obtain the APY disclosed.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Account Eligibility** – To qualify for this account, you must be a **PRIMARY OWNER** of a Beacon Bank checking account.

**Miscellaneous information** – Check writing is not permitted on account.

**Transaction limitations:** For Savings Accounts, within any monthly period, you may make a total of ten (10) withdrawals, transfers, or payments to another account or third party, at no charge. Transactions subject to the ten (10) transaction limit include: automatic transfers and online banking transfers between your accounts; Bill Payments; telephone transfers initiated through Telephone Banking, branch or the Customer Support Center; ACH debits; checks; debit card point-of-sale and preauthorized debits; and wires or similar payment orders. We will use the date the transaction is completed by us (as opposed to the date that you initiate it to determine the transaction date). In person withdrawals at a teller window, at an ATM, or received by mail are unlimited.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **Escrow Savings**

**Rate information** – Your interest rate and Annual Percentage Yield (APY) may change.

**Determination and Frequency of rate changes** – At our discretion, we may change the interest rate on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly. Interest will be credited to your account every month.

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – No maintenance service charge fees will be charged on this account regardless of the balance maintained.

**Minimum balance to obtain the APY disclosed** – You must maintain a minimum balance of \$10.00 in the account each day to obtain the APY disclosed.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations** – Withdrawals from this account by preauthorized, automatic, online banking, telephone transfer, check, draft, or similar order to third parties are not permitted.

**Miscellaneous information** – This is an account for anyone holding funds in escrow for another party (for example, landlords, property managers, etc.). Check writing is not permitted on account.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **Escrow Savings Non-Interest**

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – No maintenance service charge fees will be charged on this account regardless of the balance maintained.

**Transaction limitations** – Withdrawals from this account by preauthorized, automatic, online banking, telephone transfer, check, draft, or similar order to third parties are not permitted.

**Miscellaneous information** – Escrow Savings Non-Interest does not earn interest. This is an account for anyone holding funds in escrow for another party (for example, landlords, property managers, etc.). Check writing is not permitted on account.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **Escrow Savings CT (CT Residents Only)**

**Rate information** – Your interest rate and Annual Percentage Yield (APY) may change.

**Determination and Frequency of rate changes** – At our discretion, we may change the interest rate on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly. Interest will be credited to your account every month.

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** – No maintenance service charge fees will be charged on this account regardless of the balance maintained.

**Minimum balance to obtain the APY disclosed** – You must maintain a minimum balance of \$10.00 in the account each day to obtain the APY disclosed.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations** – Withdrawals from this account by preauthorized, automatic, online banking, telephone transfer, check, draft, or similar order to third parties are not permitted.

**Miscellaneous information** – This is an escrow account to hold funds for a tenant's security deposit. Check writing is not permitted on account.

The following information is valid for Escrow Savings CT account(s) opened in the state of Connecticut only: The interest rate for this account is tied to the deposit index as determined by the CT Banking Commissioner. Effective each January 1st, the rate may change. The deposit index for each year is the national average rate paid on savings deposits by insured commercial banks last published by the Federal Reserve Board in November of the prior year. The new rate is published annually on the Connecticut Department of Banking website.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **Individual Retirement Account (IRA) Savings**

**Rate information** – Your interest rate and Annual Percentage Yield (APY) may change.

**Determination and Frequency of rate changes** – At our discretion, we may change the interest rate on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly. Interest will be credited to your account every month.

**Minimum balance to open the account** – You must deposit \$250.00 to open this account.

**Minimum balance to avoid imposition of fees** – No maintenance service charge fees will be charged on this account regardless of the balance maintained.

**Minimum balance to obtain the APY disclosed** – You must maintain a minimum balance of \$100.00 in the account each day to obtain the APY disclosed.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations** – Individual Retirement Accounts (IRAs) are subject to the limitations and/or penalties imposed by the Internal Revenue Service. Please see your IRA Agreement or your tax advisor for additional information.

**Miscellaneous information** – A fee may be charged for withdrawals or transfer of funds from the bank. Please refer to our Common Features Fee Schedule for fee information. Check writing is not permitted on account.

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **Health Savings Account (HSA) Individual**

**Rate information** – Your interest rate and Annual Percentage Yield (APY) may change.

**Determination and Frequency of rate changes** – At our discretion, we may change the interest rate on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly. Interest will be credited to your account every month.

**Minimum balance to open the account** – There is no minimum balance requirement to open this account.

**Minimum balance to avoid imposition of fees** – No maintenance service charge fees will be charged on this account regardless of the balance maintained.

**Minimum balance required to obtain the APY disclosed** – You must maintain a minimum balance of \$10.00 in the account each day to obtain the APY disclosed.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **Health Savings Account (HSA) Family**

**Rate information** – Your interest rate and Annual Percentage Yield (APY) may change.

**Determination and Frequency of rate changes** – At our discretion, we may change the interest rate on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly. Interest will be credited to your account every month.

**Minimum balance to open the account** – There is no minimum balance requirement to open this account.

**Minimum balance to avoid imposition of fees** – No maintenance service charge fees will be charged on this account regardless of the balance maintained.

**Minimum balance required to obtain the APY disclosed** – You must maintain a minimum balance of \$10.00 in the account each day to obtain the APY disclosed.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Please refer to the **Common Account Disclosures** section for additional details regarding your account.

### **Common Account Disclosures**

The following disclosures apply to all types of accounts.

**Business Days:** The term “business day” refers to every day except Saturdays, Sundays, and federal holidays.

**Statement Cycle:** The term “statement cycle” begins the calendar day after the previous Statement Cycle ends and runs through the last business day of the statement period.

**Closure of the Account:** If your account has a zero-dollar balance (\$0.00) and maintains that balance for 90 days or more, your account may be closed without any notice to you.

**Notice of Withdrawal:** We reserve the right to require seven days’ notice in writing before each withdrawal from an interest-bearing account as defined by Regulation D.



## Common Features Consumer Fee Schedule

The following fees may be assessed on your account. Fees shown are for each transaction of the type shown, unless otherwise indicated.

**Abandoned Property**, per account or such lesser rate as may be set by law..... \$65.00

### ATM and Debit Card

ATM/Debit Replacement Card Fee<sup>1</sup>..... \$12.00

ATM/Debit Expedited Card

Replacement Fee..... \$65.00

### ATM Withdrawal Fees<sup>1,2,3,13</sup>

ATMs at Beacon Bank .....No Fee

Direct S/C-Fee (non-Beacon Bank ATMs).....\$3.00

### ATM Inquiry Fees<sup>1,2,3,13</sup>

ATMs at Beacon Bank .....No Fee

Direct S/C-Fee (non-Beacon Bank ATMs).....\$3.00

### International ATM/Debit Transactions: ..... 3.00%

MasterCard Internal Assessment Fee (Currency Conversion) Percentage of U.S. Dollar Amount

### Cashier's Check<sup>1,4</sup>

Customer.....\$10.00

Non-Customer .....Not Available

### Check Cashing

Check Cashing Card (for Non-Customers) .\$.5.00

Check Cashing Card Replacement .....\$2.00

Check Orders<sup>5</sup> ... Prices vary depending on style

Check Collection Fee.....\$35.00

(for processing checks drawn within or outside of the U.S. Additional correspondent bank charges will apply)

### Counter Checks, per page

(4 Checks per page).....\$5.00

### IRA Transfer Fee ..... \$50.00

### Early Account Closure<sup>1,2</sup> ..... \$35.00

(Checking, Savings or Money Market account within 90 days of opening)

### Excessive Transaction Fee<sup>4,6</sup> .....\$10.00

### Foreign Currency Collection or Purchase

Collection or Purchase U.S. Dollar

Value < \$300. ....\$10.00

Collection or Purchase U.S. Dollar

Value >= \$300 .....No Fee

### IRA Transfer Fee ..... \$50.00

(Includes account closure)

**Legal Process Fee**, per occurrence, or such lesser rate as may be set by law ... \$125.00 (e.g. attachment, levy, or garnishment)

### Money Orders<sup>1,4</sup>

Customer.....\$5.00

Non-Customer .....Not Available

**Notary Fee** .....No Fee

### Online Banking

External Funds Transfer (Incoming) .....No Fee

External Funds Transfer (Outgoing)<sup>7</sup>.....\$3.00

### Overdraft

Overdraft/Unavailable Funds (UAF) Overdraft Fee – when we pay an overdraft or uncollected/unavailable funds item, once per item<sup>8,9</sup> ...\$35.00

NSF Returned Item Fee–when we return an overdraft item for insufficient funds .....No Fee

No more than five (5) Paid Item Fees, totaling \$175.00, will be charged on any one business day. In addition, any debit transaction of \$24.49 or less will not be assessed a fee if it overdraws an account, or if it is paid when there is a negative available balance.

### Continuous OD (Overdraft) Fee<sup>4</sup> ..... \$35.00

The Continuous OD Fee is a one-time fee applied to your account after the account remains overdrawn for five (5) consecutive business days. Other bank fees (including but not limited to Overdraft, UAF Overdraft Fees) can result in a negative balance, which can lead to the assessment of a Continuous OD Fee.

### Overdraft Protection, per transfer<sup>1,4</sup> .....\$10.00 (Transfer from another deposit account)

### Research

Research Fee, per hour..... \$30.00

Account Reconciliation, per hour..... \$30.00 (One hour minimum)

Copy Fee, per item or per page<sup>10,12</sup> .....\$5.00 (Copies of cashier's checks, checks, deposited items, money orders, or transaction slips)

Duplicate or Interim Statement Fee<sup>10</sup>.....\$5.00

Statement Copy with Images Fee<sup>10</sup>.....\$10.00

Subpoena Research Fee, per hour..... \$75.00

Tax Form Copy Fee, per form .....\$5.00

### Returned Check Fee .....No Fee

### Safe Deposit Box Rentals

(Check availability of sizes with your Branch Representative)

Annual Fee<sup>11</sup> .....varies by size<sup>†</sup>

Drilling Fee.....\$200.00

Late Fee..... \$25.00

Replacement Key Fee.....No Fee

<sup>†</sup> Contents of safe deposit boxes are not FDIC or Bank insured. Boxes are located at select branch locations, and available sizes may vary.

<b>Returned Statement Fee</b> .....	\$10.00	<b>Wire Transfers</b>	
(One-Time Fee charged to your deposit account when your statement is returned undeliverable)		Domestic	
<b>Signature Guarantee (Medallion Stamp) Fee</b>		Incoming <sup>1,2</sup> .....	\$15.00
Customer .....	No Fee	Outgoing .....	\$30.00
Non-Customer .....	Not Available	International	
<b>Stop Payment</b> , all items		USD Incoming <sup>1,2</sup> .....	\$15.00
including ACH and bill pay <sup>1</sup> .....	\$30.00	USD Outgoing .....	\$40.00
<b>Telephone Account Transfers</b> .....	No Fee	Foreign Currency Incoming <sup>1,2</sup> .....	\$15.00
		Foreign Currency Outgoing .....	\$25.00
		Wire Trace Fee .....	\$30.00

See footnotes below for details on fee waivers/refunds.

1. This fee is waived on Premium Checking accounts.
2. This fee is waived on Student Checking accounts and Beacon One Checking accounts.
3. Other financial institutions that are not part of the SUM network may impose a surcharge for ATM use. All surcharges will be refunded on Premium Checking accounts, Student Checking accounts, and Beacon One Checking accounts.
4. This fee will be waived for Massachusetts customers, ages 18 and under or 65 and older, if the customer notifies Beacon Bank of their eligibility.
5. Basic checks are free for Premium Checking and Massachusetts 18/65 Checking accounts.
6. For Savings and Money Market Accounts, within any monthly calendar period, you may make a total of ten (10) withdrawals, transfers, or payments to another account or third party, at no charge. Transactions subject to the ten (10) transaction limit include: automatic transfers and online banking transfers between your accounts; Bill Payments; telephone transfers initiated through Telephone Banking, branch or the Customer Support Center; ACH debits; checks; debit card point-of-sale and preauthorized debits; and wires or similar payment orders. We will use the date the transaction is completed by us (as opposed to the date that you initiate it) to determine the transaction date. In person withdrawals at a teller window, at an ATM, or received by mail are unlimited.
7. This fee is refunded for Beacon One Checking accounts. Refunds will be credited by the fifth (5th) business day of the subsequent month.
8. You will be charged an Overdraft/UAF fee if we honor or pay an item when you have a non-sufficient available balance. You will not be charged more than one (1) Overdraft/UAF fee per item. We have no obligation to notify you if we honor, pay, return, or decline an item or transaction for a non-sufficient available balance.
9. This fee will be reduced to \$5.00 for Massachusetts customers ages 18 and under or 65 and older, if the customer notifies Beacon Bank of their eligibility.
10. This fee is waived for Rhode Island residents who are 65 or older.
11. Premium Checking account customer may receive one (1) free Safe Deposit Box. The free Safe Deposit Box is limited to box sizes up to and including 3X5. Limit one per Premium Checking account customer, regardless of the number of premium Checking accounts.
12. This fee is waived on Beacon One Checking accounts.
13. This fee is waived for Checking Plus Checking.

## II. Business Account Disclosures

### Terms and Conditions of Your Account

#### Introduction

Welcome to Beacon Bank & Trust, and thank you for opening and maintaining a business deposit account with us. When we refer to a general category or type of deposit account in this document (such as "checking account" or "savings account") it means any and all such accounts in that category that we may offer and that you may have (each an "Account" and collectively, "Accounts"). This document together with our disclosures specific to your type of deposit Account ("Business Account Information Disclosure"), the Common Features Commercial Fee Schedule ("Service Fees"), and any other documents we provide to you regarding your business deposit Account(s) is a contract (also referred to as this "Agreement") that governs your business deposit Account(s) with us. Please read this Agreement carefully so you understand your rights and obligations for your deposit Account with us and retain a copy for your records. If you have any questions about this Agreement or your Accounts, please contact our Customer Call Center at **800-698-BANK (800-698-2265)**, call one of our bank offices, or visit our website, [www.beaconbank.com](http://www.beaconbank.com). This Agreement is made between you (collectively, "Customer", "you", or "your") and Beacon Bank & Trust (collectively, "Bank", "we", "our", "us") and governs our relationship.

References to Beacon Bank & Trust in this document shall refer to Beacon Bank as well.

#### Scope of This Agreement

This Agreement is supplemented by the terms of other agreements you may have entered into with us, or will enter into with us in the future based on the services you request that we provide to you, including, but not limited to, the eSign Disclosure, Funds Availability Disclosure, Cash Management Terms and Conditions, Courtesy Pay Disclosure, and, as applicable, related disclosures and Common Features Commercial Fee Schedule ("Fee Schedule") that govern the terms, conditions, and fees of your business deposit Account(s) with us, each as may be amended from time to time (such Account agreements, related disclosures and Fee Schedule being referred to as an "Account Agreement" and collectively as the "Account Agreements"). The terms and conditions of your Account Agreements are incorporated by reference and made a part of this Agreement. In the event of a conflict between the terms of this Agreement and any Account Agreements, the terms of this Agreement shall control as in regard to the provision of services outlined below. Any terms not defined in this Agreement shall have the meaning assigned to them in the Account Agreements. This Agreement is for business Accounts only. For information on other types of Accounts we offer, please visit our website at [www.beaconbank.com](http://www.beaconbank.com), contact us at **800-698-BANK (800-698-2265)**, or visit one of our bank offices. This Agreement includes your promise to pay the charges listed on the Fee Schedule and all Account fees and your permission for us to deduct these charges, as earned, directly from your Account balance. You also agree to pay any additional reasonable charges we may impose for services you request which are not contemplated by this Agreement but are disclosed in our Fee Schedule which may be amended from time to time.

#### Definitions:

Capitalized terms used in this Agreement are defined in parentheses where they appear, as above with the definition of this Agreement. The headings in this document are for convenience purposes only.

In addition, unless otherwise indicated, the following words have the meanings given to them below:

- a. "Account" means your Business Checking Account, Savings Account, Money Market Account and/or Certificate of Deposit ("CD") Account with us, as applicable, unless limited by the heading under which it appears.
- b. "References to "Customer", "You", or "Your" apply to the business, authorized signers of the business and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account.

- c. Any reference to item (collectively "Item" or "Items") means any check, Automated Clearing House ("ACH"), funds transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge, deposit or other amount that is added to or subtracted from your account.
- d. Any check or Item presented when your Account has non-sufficient available funds is an "Non-sufficient Funds Item" or "non-sufficient Funds Items"

**Binding Contract:**

This Agreement, along with any other documents we give you pertaining to your Account(s), is a binding contract that establishes rules that govern your deposit Account and relationship with us. If you sign the Account application, or open, or continue to have your Account with us, you agree to these rules. You will receive a separate Account Disclosure and Fee Schedule which discloses the qualifying balances, fees, and other important information applicable to your Account. You understand that the terms and conditions set forth in this Agreement may be changed or supplemented by us from time to time and that your continued use of the Account constitutes your acceptance of these changes. This Agreement provides a summary of certain laws and regulations that apply to common transactions, provides some disclosures for deposit Accounts that are required by federal law, and establishes terms that cover some transactions or situations that the law either does not cover, or that it allows us to change in this Agreement.

Your Account is subject to applicable federal laws, the laws of the state of the bank office in which your Account is located 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 state where your Account is located will be determined by the following:

- If you opened your Account in person, your Account is located in the state where you opened it;
- If you opened your Account online, or with MyBanker regardless of where you reside, your account is located in Massachusetts.

The body of state and federal law that governs our relationship with you is too large and complex to be reproduced here. If there are any changes to where your Account is located, we will give you reasonable notice in writing or by any other method permitted by law.

Throughout this Agreement, when a provision is identified as being applicable to a certain state (for example, "in New York"), it means that the provision in that section is only applicable if your Account is held at a bank office located in that particular state. Any provision which is not described as applying to a particular state, applies to your Account.

**Business Day:**

For purposes of this Agreement and Disclosures the term "business day" refers to every day, except Saturdays, Sundays, and federal holidays.

**Changes to Agreement:**

We may make changes and additions to this Agreement at any time without providing advanced notice to you. We may add or remove terms, add new services, or discontinue existing services. Ordinarily we will send you advanced notice of any adverse changes, but we may make these changes without advanced notice if notice is not required by law. Please see the Notices section of this Agreement for more information about how we provide notice. We may, but are not required to, notify you of changes that we make for security reasons or that we believe are beneficial to you. When we make changes to the Agreement, the then-current version of this Agreement supersedes any existing versions of this Agreement and governs your Account. If your Account remains open after a change, you are deemed to have accepted the change and are bound by it. If you do not agree to the change, you may close your Account as provided for in this Agreement.

**In the event of a conflict between the information contained in this Agreement or the Account Agreements, and a statement made by one of our employees, the terms of this Agreement or the applicable Account Agreement will prevail.**

### **Verification of Customer Identity:**

Federal laws and regulations require us to request information from you prior to opening an Account or adding an additional signatory to an Account.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering, 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.

### **Authorized Signers:**

You agree to give us certified copies of resolutions from your board of directors or other governing body, if any, or other certificate of evidence of authority satisfactory to us which specifically authorizes certain persons to take certain actions with respect to any of your Accounts, or otherwise transferring funds to or from your Accounts ("Authorized Signers"). Such resolutions or other certificates of evidence of authority must set forth the name and title of each Authorized Signer, and must be in a form and substance satisfactory to us. Until properly notified in writing of any change in such authorization, we may pay, apply, or otherwise honor and charge your Account, without inquiry, without limit as to amount, and without regard to the application of the proceeds thereof (even if drawn or endorsed to the order of any Authorized Signer or other person signing the same, and/or tendered by such person for cashing, in payment of the individual obligation of such person, and/or for deposit to such person's personal account), for all instruments or orders for payment or transfer of money for whatever purpose.

To the fullest extent permitted by applicable law, you hereby waive demand, presentment, protest, notice of protest or dishonor, and all other notices relating to any instrument made, drawn, or endorsed in your name, when such instrument is signed, accepted or endorsed by an Authorized Signer. You must notify us immediately and in writing of any change in the status of any Authorized Signers. We may ask you to give us additional documentation. No action taken by us before we receive proper notification in writing of any such change shall be affected by any such notice. You agree to send or deliver any such written notice to any of our bank offices.

### **No Two-Signer Accounts:**

We do not offer accounts for which two or more signatures are required for a withdrawal. If you indicate on your checks or signature card or other account documents that more than one signature is required for withdrawal, this indication is for your own internal procedures and is not binding on us. We may pay out funds from your account if the check, item, or other withdrawal instruction is signed or approved by any one of the persons authorized to sign on the Account. We are not liable to you if we do this.

### **Business and Other Non-Personal Accounts:**

If the Account owner is a corporation, unincorporated association, limited liability company, limited liability partnership, sole proprietorship or other entity holding an Account in any capacity other than an individual capacity, each person signing the signature card or completing other Account opening requirements represents and agrees that they:

- are fully authorized to execute all documents or otherwise complete our requirements in their stated capacity;
- have furnished all documents or other information necessary to demonstrate that authority; and
- will furnish other documents and complete other requirements as we may request from time to time.

We may refuse to recognize any resolution affecting the accounts that is not on our form or that appears to us to be incomplete or improperly executed.

### **IOLTA and IOLA Accounts:**

Interest earned on IOLTA and IOLA Accounts (or similar lawyer trust accounts) is directed to the designated fund, as applicable. If you establish one of these types of Accounts, you agree to comply with all of the applicable laws, regulations and court rules for such Accounts.

### **IRETA and IORTA Accounts**

Interest earned on IRETA and IORTA Accounts (or similar real estate trust accounts) is directed to the designated agency, as applicable. If you establish one of these types of Accounts, you agree to comply with all the applicable laws, regulations and rules for such accounts.

### **Credit Verification and Obtaining Financial Information:**

You agree that we may verify credit information about you, as well as credit and employment history about you, as well as credit and employment history about any individual (such as your principals, owners or guarantors) who is liable for your obligations under this Agreement, through third parties, including, but not limited to, consumer reporting agencies, or verify any of your or their previous banking relationships for any Accounts you have with the Bank now or in the future.

### **Certified Taxpayer Identification Number (TIN):**

Federal law requires you to provide to the Bank a valid and certified Taxpayer Identification Number. We may be required by federal or state law to withhold a portion of the interest credited to your Account in the following circumstances:

- You do not give us a correct taxpayer identification number (TIN);
- The IRS tells us that you gave us an incorrect TIN;
- The IRS tells you that you are subject to backup withholding because you have under-reported your interest or other income;
- You fail to certify to us that you are not subject to backup withholding;
- You do not certify your TIN to us; or
- There may be other reasons why we may be required to do so under applicable law.

If we do this, the amount we withhold will be reported to you and the IRS and applied by the IRS to the payment of any federal income tax you may owe for that year.

### **Relationship Benefits**

Certain checking Accounts provide you with “relationship benefits” including waiver of certain fees or monthly service charges on savings or money market Accounts. If you close a checking Account that provides relationship benefits, or convert it to another type of Account, we reserve the right to convert your other related savings or money market Accounts to Accounts that do not offer the relationship benefits. For example, if you have a Business Relationship Money Market account and close your Business Checking account, we may convert your Business Relationship Money Market account to a Business Money Market account. For fees on Checking Accounts and the minimum balances to avoid monthly service charges, see the Beacon Bank & Trust Checking Accounts Disclosure.

### **Deposit Policy:**

All checks and other Items of every kind and nature deposited (other than cash) and posted to your Accounts are provisional and subject to our receipt of final payment. In accepting the Items for deposit, we make no warranty as to their collection. The availability of funds deposited will be in accordance with our Funds Availability Disclosure, which can be found in this document.

If final payment is not received, we reserve the right to charge the Account for the amount of those funds. In such an instance, we may impose fees on your Account as indicated in this Agreement, in accordance with our Fee Schedule. If you do not have a sufficient Available Balance in your Account or available credit in your Line of Credit, or if you do not have a Line of Credit, then the Item will be submitted to collections. If we incur any fee in connection with collections activities, we may charge the fees to your Account.

We reserve the right to refuse or to return all or a part of any funds deposited to your Accounts. We may receive multiple credit or debit transactions on your Accounts in many different forms and during many different times throughout each day. The best way to know how much money you have available to spend, and to avoid paying fees, including, but not limited to, Overdraft Fees, Uncollected Available Funds (UAF) Fees, Returned Item fees, or collection fees, is to record and track all of your transactions closely.



Checks drawn on Accounts outside the continental United States, whether payable in U.S. dollars or foreign currency, will be accepted for deposit on a collection basis only, and may be credited to your Account subject to future collection, or not credited to your Account until collection, at our discretion. Your deposit of foreign Items may be subject to adjustment based on the applicable exchange rate, or correspondent fees and bank fees for collection of foreign Items. We are not responsible for deposits made by mail, ATM, or other depository until we actually record the receipt of such deposits in our books and records.

## **Deposits of Remotely Created Checks/Drafts**

If you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your Account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person identified as drawer. You warrant and agree to the following for every remotely created check that 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 two (2) years from the date of authorization, and supply us with proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check was 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. You agree to indemnify, defend and hold us harmless from every loss, expense and liability related to a claim that such checks were not authorized (e.g., as to their amount and payee) by the person on whose accounts the checks were drawn.

### **Deposit of Substitute Checks:**

You agree that you will not deposit "substitute checks" as defined by federal law or Image Replacement Documents (IRDs) that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an Item, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation and you agree to reimburse us for claims, losses, costs and damages we may incur resulting from the handling of such Item.

### **Withdrawal Policy:**

Savings or Money Market Account withdrawals can be made per written order of withdrawal in accordance with the information contained on the signature card, corporate resolution or other relevant document accepted by the Bank, and may also be made with an ATM or Debit MasterCard®, as applicable. The Bank may refuse a request if any document or identification required by the Bank or law in connection with the withdrawal has not been presented.

### **Notice of Withdrawal:**

In accordance with federal regulations, we reserve the right to require seven (7) calendar days advance notice of withdrawals from interest-bearing accounts other than a time deposit. While the Bank is required to reserve this right, the Bank does not presently exercise this right.

### **Stop Payments:**

At your request and risk, the Bank will accept a stop payment request on your Account for a fee (see Fee Schedule). To be effective, a stop payment request must be received in such timely manner so as to give the Bank a reasonable opportunity to act on it, and must precisely identify the Account number, check number, date and amount of the Item, and the payee.

If you call the Bank, or otherwise issue an oral stop payment request, the request may only be valid for fourteen (14) calendar days. If the check or other Item is presented for payment after fourteen (14) calendar days, and you have not confirmed your stop payment request in writing, the Bank may try to avoid paying it, but will not be liable to you if it is paid.

Your stop payment request will be valid for six (6) months from the date of an oral or written request. To maintain the validity of the stop payment request for more than six (6) months, you must furnish a new stop payment request before the expiration of the six (6) month period. If a new stop payment request is not received, the check may be paid.

We are not liable for failing to stop payment if you have not given us sufficient information or if your stop payment request comes too late for us to act on it. We are entitled to a reasonable period of time after we receive your stop payment request to notify our employees and take other action needed to stop payment.

You agree that "reasonable time" depends on the circumstances, but that we will have acted within a reasonable amount of time if we make your stop payment request effective by the end of the next Business Day following the Business Day on which we receive your stop payment request. If we stop payment, you agree to defend and pay any claims raised against us as a result of our refusal to pay the check or other Item on which you stopped payment.

If we recredit your Account after we have paid a check or other Item over a valid and timely stop order, you agree to sign a statement describing the dispute you have with the person to whom the check or Item was made payable. You also agree to transfer to us all of your rights against the payee and any other holder, endorser or prior transferee of the check or Item and to cooperate with us in any legal action taken to collect against the other person(s). If we are liable for inadvertently paying your check over a stop payment order, you must establish the amount of your loss caused by our payment of the check. We will pay you only the amount of the loss, up to the face amount of the check. You agree that we shall not be liable for any punitive, exemplary or consequential damages or lost profits of any kind, even if you advised us of the possibility of such damages or losses.

The Bank will not stop payment on a cashier's check, money order, or other similar Item unless you certify to our satisfaction, which may include an affidavit, that the Item has been lost or destroyed. You must also furnish any other Items we require before we agree to stop payment on a cashier's check or similar Item. Even if we agree to stop payment on such an Item, if the Item is presented, we must pay it and you will be liable to us for that Item unless otherwise required by applicable law.

#### **Returned Checks/Waiver of Rights:**

If you deposit a check or Item in your Account that the drawee bank returns unpaid for any reason (called "dishonor"), we may put the check through for collection again. This means that you are waiving your right to receive immediate notice of dishonor. If the check is dishonored for any reason, the amount of the dishonored check will be deducted from your Account.

#### **Account Statements; Limitation on Time to Report Forgeries, Errors, or Problems:**

We mail your statement to you at the address we have in our records for your Account unless we have agreed to provide statements to you electronically. You should review and balance your Account statements promptly after you receive them or after we make them available to you. If you do not receive an Account statement by the date when you usually receive it, call us at once. You must review your statements to make sure that there are no errors or problems reflected in the Account information.

On Accounts with check-writing privileges, you must review your statement and any canceled check images we send you and report forgeries, alterations, missing signatures, unauthorized payment requests, amounts differing from your records, or other information that might lead you to conclude that the check was forged or that, when we paid the check, the proper amount was not paid to the proper person. You have this duty even if we do not return checks to you or we return only an image of the check. You should notify us as soon as possible if you think there is a problem.

If you assert against us a claim that an Item was not properly payable because, for example, the Item was forged, you must cooperate with us and assist us in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with the appropriate law enforcement authorities.

If we ask, you also must give us a statement, under oath, about the facts and circumstances relating to your claim. If you fail or refuse to do those things, we will consider that you have ratified the defect in the Items and agree that we may charge the full amount of the Items to your Account.

You must notify us as soon as possible if you believe there is an error, forgery or other problem with the information shown on your Account statement. You agree that fourteen (14) calendar days after we mailed a statement (or otherwise made it available to you, including making it available to you electronically) is a reasonable amount of time for you to review your Account statement and report any errors, forgeries or other problems. If you fail to notify us of an unauthorized signature, alteration,

missing deposit, forgery, counterfeit check, unauthorized payment request, or other unauthorized debit to your Account, we will not be responsible for subsequent unauthorized transactions (or fees caused by those transactions) by the same wrongdoer if we act in good faith. In addition, you agree not to assert a claim against us concerning an error, forgery or other problem relating to a matter shown on an Account statement unless you notified us of the error, forgery or other problem within sixty (60) calendar days after we mailed you the statement (or otherwise made it available to you). This means, for example, that you cannot bring a lawsuit against us, even if we are at fault, for paying checks bearing a forgery of your signature unless you reported the forgery within sixty (60) calendar days after we mailed you the statement (or otherwise made it available to you) listing the check we paid.

#### **Checks:**

Checking and Money Market Accounts only – All negotiable paper (called “checks”) presented for payment must be in a form supplied by or previously approved by the Bank. We may refuse to accept any check that does not meet this requirement or which is incompletely or defectively drawn. Once an outstanding check is six (6) months old, we may elect not to pay it. But if there is no stop payment order on file when we receive the check for payment, we may elect to pay it in good faith without consulting you. You agree that you will use care in safeguarding your unsigned checks against loss or theft. You will tell us immediately if any checks are missing. You agree to assume all losses that could have been prevented if you had safeguarded unsigned checks, or had told us they were missing.

## **Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees**

#### **Generally:**

This section provides information about the Bank’s overdraft practices. Please review this section and the Bank’s Courtesy Pay Disclosure carefully to help you avoid overdrafts and Overdraft Fees, UAF Overdraft Fees and NSF Return Item Fees.

#### **Determining Your Available Balance:**

Your available balance is the amount of money in your account that you can use without causing an overdraft. Your available balance includes all credits and debits that have posted to your account, and is reduced by any “holds” on your account, including authorization holds and deposit holds. Funds subject to a hold, dispute or legal process are not included in your available balance.

#### **Authorization holds:**

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 Bank places a hold on your account for any authorized debit card transaction at the time we authorize it until we pay it. The amount of the hold will be the amount we have authorized, based on the request we receive from the merchant, or as permitted under applicable payment network rules. If an authorized transaction is not presented to the Bank for payment within three (3) business days after we first apply the hold, we will release the hold from your account. Authorization holds reduce your available balance. An authorization hold can result in Overdraft Fees, UAF Overdraft Fees or NSF Return Item Fees if additional items are presented for payment that exceed the reduced balance resulting from the hold. See Courtesy Pay Disclosure for examples of how authorization holds can result in fees.

#### **Deposit Holds:**

Please read our Funds Availability Disclosure for a detailed discussion of how and when we make funds available to you. If you withdraw funds before they become available, you may incur a UAF Overdraft Fee.

#### **Overdrafts:**

We use your available balance to determine whether an overdraft has occurred (i.e., whether your account is overdrawn). If your available balance is insufficient to pay an item when it is processed and posted in the order set forth below, we may, in our sole discretion, pay the item (creating an overdraft) or return the item unpaid (NSF). 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 available

balance. The Bank is not responsible for notifying you prior to you incurring an Overdraft Fee, UAF Overdraft Fee, or NSF Returned Item Fee due to non-sufficient available funds. Once you are notified that your account is overdrawn, you will be required to repay the Bank or to deposit sufficient funds to cover the overdraft and related fees. You agree that we may charge fees for overdraft items. You agree and acknowledge that the Overdraft Fee, UAF Overdraft Fee, and NSF Returned Item Fee are designed to compensate the Bank for its costs in processing overdraft items and to compensate the Bank for its risk in electing, at its discretion, to pay certain overdrafts. You further agree that Overdraft Fees, UAF Overdraft Fees, and NSF Returned item Fees do not constitute a penalty. If you fail to reimburse the Bank for the overdraft and related fees, we will be entitled to recover our expenses in collecting the overdraft and fees; and any related charges including, without limitation, attorney's fees and legal costs. The payment of one or more overdrafts does not obligate the Bank to honor or pay future overdrafts, and you should not rely upon the Bank to honor or pay any overdrafts. We may charge you an Overdraft Fee if we pay an item that exceeds your available balance. We may charge you a UAF Overdraft Fee if we pay an item that exceeds the funds available to you due to a hold on a deposit (see Funds Availability Disclosure for more information). We may charge you an NSF Return Item fee if we return an item unpaid due to a non-sufficient available balance. The amounts of our Overdraft Fees, UAF Overdraft Fees and NSF Return Item Fees are disclosed in our Common Features Business Fee Schedule. We will not charge you an Overdraft Fee, UAF Overdraft Fee, or NSF Return Item Fee on any item that is represented to the Bank, after previously having been returned for a non-sufficient available balance. Any debit transaction of \$24.49 or less will not be assessed an Overdraft Fee, UAF Overdraft Fee, or NSF Returned Item Fee if it overdraws an account, or if it is presented when there is a negative available balance. You agree to immediately repay the amount of any overdraft on your account.

If your account remains overdrawn for five consecutive business days, you will be charged a Continuous OD (Overdraft) Fee on the fifth such day. Other Bank fees (including but not limited to Overdraft, UAF Overdraft and NSF Return Item Fees) can result in a non-sufficient available balance, which can lead to the assessment of a Continuous OD Fee. The Continuous OD Fee is in addition to Overdraft, UAF Overdraft, or NSF Return Item Fees that are assessed to your account for overdrafts or returned items. You agree to immediately pay the amount of any Overdraft Fee, UAF Overdraft Fee, NSF Return Item Fee, or Continuous OD Fee charged to your account. All account signers agree that these repayment obligations are joint and several, regardless of which one of you may have initiated the transaction(s) that resulted in a Non-sufficient Available Item. You agree the Bank may apply any funds in your account to cover overdrafts and fees, including any subsequent deposit to your account (of any kind). We offer alternatives to our standard overdraft service that may be less expensive, such as an overdraft protection line of credit or a plan to sweep funds from another account you have with us. Please ask us about those alternatives if you are interested. You also agree that the Bank may debit funds from any other Account held in the same business name to repay the overdraft and any related fees. We have no obligation to notify you if we honor, pay, return, or decline an item or transaction for a non-sufficient available balance.

You are in the best position to ensure that your Account has sufficient available funds to pay any check or other debit by maintaining an accurate and current record of your deposits and withdrawals. You have the ability to obtain information on your current and available Account balances through any Beacon Bank & Trust ATM, Telephone Banking, Online Banking, by contacting any office or by calling us at **800-698-BANK (800-698-2265)** prior to writing a check, withdrawing cash, or initiating any electronic or debit transaction. Current and available balances do not include outstanding checks or debits not yet submitted to the Bank.

#### **Payment order of items:**

At the end of each business day, we process and post items to your account. When we "post" transactions, "credits" "debits" (withdrawals and fees) are subtracted from your available balance. "Posting" a debit means the same as the Bank "paying" the debit. Some debit transactions are "authorized" before they post, and the amount of the authorization, also referred to as a "hold," is subtracted from your available balance before the debit posts, as explained above and in the Courtesy Pay Disclosure.

We currently process and post items to your account at the end of each business day, as follows:

- (1) First, we add to your available balance deposits or other credits that have become available to you that business day in accordance with our Funds Availability Policy.
- (2) Next, we subtract from your available balance the amount of any holds for debit transactions that have been authorized but not yet presented to the Bank for payment.
- (3) We then subtract from your available balance items presented to the Bank for payment against your account in categories by type of transaction. Below is a description of the categories of items paid from your account, in the order they are posted to your account:
  - i. Bank fees (except as described in (viii) below), including but not limited to, Overdraft Fees, UAF Overdraft Fees and NSF Return Item Fees incurred on the prior business day's overdraft items;
  - ii. Wire transfers;
  - iii. Debit card purchases and ATM withdrawals;
  - iv. In-person withdrawals and checks cashed at a Beacon Bank & Trust bank office, transfers to other Beacon Bank & Trust accounts, payments and transfers initiated via Online Banking, and returned deposit items;
  - v. ACH transactions;
  - vi. Checks not presented in-person at a Beacon Bank & Trust bank office;
  - vii. Other debits;
  - viii. Bank fees and service charges assessed at the end of the monthly statement cycle, including for example, but not limited to, Monthly Maintenance Service Charges and Below Minimum Balance Service Fees.

For the above-listed categories (ii), (iii) and (iv), we post items, within each category, in the order the transactions were presented to the Bank (time stamped). For debit card purchases and ATM withdrawals, we order transactions based on the time of authorization. If two or more items have the same time stamp, we post the items in low-to-high order by amount. If one or more items within categories (ii), (iii) or (iv) do not have time stamps, the items post, within their respective category, after all items with a time stamp, in low-to-high order. For above-listed categories (v), (vi) and (vii), we post items, within each category, in low-to-high order.

We may change our payment order at any time. We will provide you with notice of such changes as required by applicable law. The order in which items are processed and posted to your account may affect the total amount of Overdraft Fees, UAF Overdraft Fees, or NSF Return Item Fees you may incur. Your account statement does not necessarily report debit and credit transactions in the order that they occurred or in the order that they were posted to your account. We may refuse, in our discretion, to pay a check or other item which:

- Is illegible;
- Is drawn in an amount greater than the amount of funds then available for withdrawal in your Account (see the Funds Availability Policy) or which would, if paid, create an overdraft;
- Bears a duplicate check number;
- We believe has been altered;
- We believe is otherwise not properly payable; or
- We believe does not bear an authorized signature.

#### **Early Closeout Fee:**

If you close out your Account (excluding CDs) within ninety (90) calendar days of opening, you will be assessed a fee (see Fee Schedule).

#### **ACH and Wire Transfers:**

**Wires:** This agreement is subject to Article 4A of the Uniform Commercial Code ("UCC") - Fund Transfers as adopted in the Commonwealth of Massachusetts. If you originate a fund transfer for which Fedwire is used, 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.

**ACH Credits and Debits:** For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rule then in effect. 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. If we receive a credit to 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.

**International ACH/Wire Transactions:** If your account receives incoming ACH transactions (either credits or debits) or wire transfers initiated from outside the United States, both you and we are subject to the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA) or the rules of any wire transfer system involved, and the laws enforced by the Office of Foreign Assets Control ("OFAC"). Under such rules and laws, we may temporarily suspend processing of a transaction for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting and/or availability of funds. If we determine there is a violation, or if we cannot satisfactorily resolve a suspected or potential violation, the subject funds will be blocked as required by law. If you believe you have adequate grounds to seek the return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please refer to the OFAC website for procedures and form required to seek a release of blocked funds.

#### **Adverse Claims; Interpleader; Legal Process:**

We may accept and act on any legal process that we believe to be valid without any liability by us to you, whether served in person, by mail, by facsimile transmission, or by other means at a location other than the office at which the Account, property, or records are held. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax-withholding order, search warrant, forfeiture, or other similar order relating to your Account. You direct us not to contest the legal process. We may but are not required to give you notice of any such legal process except as required by law and will not do so if prohibited by law.

We will hold and turn over funds or other property to the court or creditor as directed by the legal process. If we use funds from a certificate of deposit, we may impose an early withdrawal penalty. We may charge your Account a legal process fee for each order. You agree to pay us our fees and expenses for research and copying of documents and all other expenses, including administrative expenses that we incur in responding to any legal process related to your Account. These may include attorneys' fees. We may deduct these fees and expenses from any of your Accounts without prior notice to you. Any garnishment, attachment or other levy against your Account is subject to our right of setoff and any security interest we have in the Account. We are not liable to you for not paying Items because we have held or withdrawn funds from your Account or in any way restricted your access to funds because of a legal process.

If we receive a subpoena or other legal process for information about your Account, which we believe requires our compliance, we may release the information. If the legal process requests information about one Account owner or signer, we may release information about Authorized Signers, even if the legal process does not cover the Authorized Signers.

You agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities that we incur by reason of responding to or initiating any legal action, including any interpleader action we commence, involving you or your Account. As part of that indemnity, in the event we incur liability to a creditor of yours as a result of our response or failure to respond to a legal action, you agree to pay us on demand the amount of our liability to your creditor and to reimburse us of any expense, attorneys' fees, or other costs we may incur in collecting the amount from you.



We may, in our sole discretion and without any liability to you, initiate an action in interpleader to determine the rights of the persons making adverse claims to your Account. We may exercise this right regardless of whether the persons making the adverse claims have complied with all statutory requirements pertaining to adverse claims, such as posting a bond or giving other surety. Upon initiation of an interpleader action, we will be relieved and discharged of all further duties and obligations.

**Limited Liability:**

UNLESS EXPRESSLY PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAW, THIS AGREEMENT, OR THE ELECTRONIC FUNDS TRANSFERS DISCLOSURE, THE BANK'S LIABILITY IS LIMITED AS FOLLOWS: THE BANK WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM OUR SERVICES UNDER OR IN CONNECTION WITH THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE ABOVE, THE BANK WILL NOT BE LIABLE FOR DELAYS OR MISTAKES WHICH HAPPEN BECAUSE OF REASONS BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF BANKING AUTHORITIES, NATIONAL EMERGENCIES, ACTS OF GOD, FAILURE OF TRANSPORTATION, COMMUNICATION OR POWER SUPPLY, OR MALFUNCTION OF OR UNAVOIDABLE DIFFICULTIES WITH THE BANK'S EQUIPMENT. SHOULD A COURT ESTABLISH THE BANK'S LIABILITY TO YOU PURSUANT TO WHAT WAS DONE OR NOT DONE UNDER THIS AGREEMENT, YOU MAY RECOVER FROM THE BANK ONLY YOUR ACTUAL DAMAGES, IN AN AMOUNT NOT TO EXCEED THE TOTAL FEES AND CHARGES PAID BY YOU TO THE BANK PURSUANT TO THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM THE BANK CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES, PUNITIVE DAMAGES, MULTIPLE DAMAGES UNDER MGL CHAPTER 93A, LOST PROFITS, OR ATTORNEYS FEES, EVEN IF YOU ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

If you are a licensed attorney or a law firm, you agree that we may report information about overdrafts and/or returned checks drawn on Accounts which you maintain as trustee for the benefit of another person or in any fiduciary capacity, to the extent and in the manner required by applicable laws, rules and regulations. For example, if you are an attorney licensed to practice in the Commonwealth of Massachusetts, we are required to provide such information to the Massachusetts Bar Board of Overseers regarding "trust accounts" as required by applicable law. You agree that we have no liability to you for reporting any information to applicable authorities regarding any Account which we believe in good faith is subject to such laws, rules or regulations.

**Facsimile Signatures:**

If we allow you to use a facsimile signature, you understand and acknowledge that we will not be able to determine whether the facsimile signature on any Item is authentic or has been authorized by you. If your Items are signed using a facsimile signature, you acknowledge that is solely for your benefit and convenience. You authorize us to accept the facsimile signature of any Authorized Signer which you designate in writing from time to time (by corporate resolution or otherwise) on any check, draft, or other order drawn on us, or any other document and we may debit any of your Accounts in the amount of each payment which we make in reliance upon any such facsimile signature and/or reproduction thereof.

We will not be liable, and you will assume all liability, for any losses, liabilities, penalties, claims, damages, costs, expenses or other harm or injury which you may incur or that may be asserted against you or us in connection with the authorized or unauthorized use or reproduction by any person or entity, including, but not limited to, attorneys' fees, and court costs, relating to or arising out of (i) any use, and/or reproduction, whether or not authorized, by any person of any actual or purported facsimile signature of any Authorized Signer on any check, draft or other such order drawn on us or any other document, and (ii) any payment which we make in reliance upon any such facsimile signature and/or reproduction thereof. You will indemnify us and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses or any other harm or injury which we may incur or suffer or which may be asserted by any person with respect to any use or misuse of an actual or purported facsimile signature of any Authorized Signer on any check, draft or other order drawn on us or on any other document, or any payment which we make in reliance upon any such facsimile signature and/or reproduction thereof. You shall be solely responsible for maintaining security over any device used to affix or apply facsimile signatures.

### **Indemnity:**

**In General.** You agree to indemnify us and hold us harmless from and against all losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury that we may incur or that may be asserted by any person or entity against us, including, but not limited to, attorneys' fees, and court costs arising out of any action at any time taken or omitted to be taken by: (i) you under or in connection with this Agreement, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with this Agreement and any other commercial or business purpose agreement which you enter into with us; or (ii) us in reliance upon any resolution, certification evidence of authority, or other document or notice given or purporting to have been given by you to us, or any information or order which you provide to us.

**Your Instructions to Us.** Without limiting the above, if you give us instructions which we believe may expose us to potential liability, we may refuse to follow your instructions. If we decide to follow your instructions, we may ask you for certain protections, such as surety bond or your indemnity in a form satisfactory to us.

### **If You Owe Us Money:**

If you withdraw funds from your Account which you do not have a right to withdraw, including the amount of a check which we later charge back to your Account, you will have to pay us back. If you do not, we can bring a lawsuit against you to get the money back. We can also do this if you owe us any fees or charges in connection with your Account and you do not pay us. If we bring a lawsuit against you, you will have to pay our court costs and reasonable attorneys' fees as awarded by the court and as permitted by law.

### **Security Interests:**

To the fullest extent allowed by applicable law, any property of yours, in which we may, from time to time, have a security interest or other lien, or which may at any time be in our possession or control for any purpose, shall constitute collateral for any and all of your commercial or business purpose obligation to us. These obligations include, but are not limited to, any amount by which any of your Accounts may from time to time be overdrawn, interest accrued thereon, and any collection costs or other costs due in connection therewith.

### **Right of Set-Off:**

We reserve the right to withdraw at any time some or all of the funds that may now or later be on deposit in any or all of your Accounts and apply them to the payment of any debts you may now or later owe us. Our rights under this section are in addition to any right of set-off and are not conditioned on, or limited by, the maturity of the debt, the giving of notice to you, or the availability of any collateral securing the debt.

We also have the right to place a hold on funds in your Account if we have a claim against you or pending exercise of our right of set-off. If we place a hold on your Account, you may not withdraw funds from the Account and we can refuse to pay checks drawn on the Account.

In addition to any right of set-off, you hereby grant to the Bank a security interest in your deposit Accounts to secure all of your commercial or business purpose loans or other extensions of credit now and or in the future.

### **Accounts with Zero Balance:**

We may consider any Account (excluding CDs) having a zero balance to be closed by you. This Agreement continues to govern matters related to your Account even after your Account is closed. Our decision to close the Account or terminate a service will not affect your existing obligations to us, including any obligation to pay fees or charges incurred prior to closing. This Agreement survives the closing of your Account.

### **Unclaimed Property:**

Most states have established rules and regulations regarding unclaimed property or escheatment ("Unclaimed Property") for residents of those states. Your home state ("Home State") for purposes of the Unclaimed Property rules is the state of your physical address on your Account. For example, if your address is 1234 Main Street in Boston, Massachusetts, your home state is Massachusetts. If we have not

received communication from you, or, if there has not been any activity in your Account for the period of time established by the laws of your Home State, we are required by law to distribute the Account balance to the designated official in your Home State. This process is referred to as “escheatment”.

Your Account is considered to have activity if you make at least one deposit or withdrawal annually, or, you contact us. For purposes of the Unclaimed Property laws, Account activity must be active, i.e. you must perform a deposit or withdrawal; automatic deposits or withdrawals are not considered activity under the Unclaimed Property laws. Please refer to the Unclaimed Property laws of your state for more information.

If your Account is approaching the designated timeframe to be escheated, we will mail you a notice at the address we have on file for you as required by law. We may make other efforts to provide notice to you, consistent with the laws of your Home State. If your Account funds are escheated, we may impose a fee as described in the Service Fees section of our Accounts Disclosures. Once the funds are escheated to the state, we are not liable to you for the funds and any questions regarding the funds should be directed to the applicable state Unclaimed Property office.

#### **Banking Practices:**

In the absence of a specific provision in this Agreement to the contrary, your Account will be subject to our usual banking practices and, to the extent not inconsistent therewith, the general commercial banking practices in the area we serve.

By opening an Account with us, you acknowledge that our deposit relationship with you is that of debtor and creditor. This Agreement and the deposit relationship established by it does not create a fiduciary relationship between us. We owe you a duty of ordinary care. Any of our internal policies are solely for our purposes and do not impose a higher standard of care on us than would otherwise apply by law without such policies and procedures.

#### **Severability:**

If any provision in this Agreement is invalid, changed by applicable law or declared invalid by order of a court, the remaining terms of this Agreement will not be affected, and the invalid provision shall be reformed in order to preserve the original intent of this Agreement to the fullest extent feasible. However, if such reformation is not feasible, this Agreement will be interpreted as if the invalid provision had not been placed in this Agreement.

#### **Jurisdiction and Venue:**

This Agreement, as well as the parties' rights and obligations, shall be interpreted, enforced, and governed by and under the laws of the United States and the Commonwealth of Massachusetts without regard to choice of law principles.

Your deposit accounts, the services we provide in connection with them, and all the agreements between you and us relating to those accounts and services will be governed by federal laws and by the laws of the Commonwealth of Massachusetts. If any provision of our agreements is impermissible under applicable federal and state laws, the affected provision will be considered changed to the extent necessary to comply with those laws. Any litigation arising out of or in connection with any dispute between the parties will be filed and heard in the state or federal courts in the Commonwealth of Massachusetts and you and we consent to the exclusive jurisdiction of such courts.

**EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ITS RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE BETWEEN THE PARTIES.**

#### **Notices:**

We inform you of changes affecting your rights and obligations by providing a notice to you. In some cases, we may post a notice of a change in our banking offices or on our website. Otherwise, we either mail the notice to you at the address we have for you on our records or, if we have agreed on this method, we provide it to you electronically. We may include a notice with or on your statement. You agree that we may provide you with any changes, additions, or amendments to this Agreement with your monthly statement, regardless of whether you receive your monthly statement electronically or through the mail. If a notice of a change of this Agreement is returned to us (including a notice sent on or with a statement), you agree that the change contained in the notice is still effective and binding on you.

If statements or notices are returned to us undelivered, we may destroy them and discontinue further mailings until you notify us in writing of your new mailing address.

**Defaults:**

Your account will be in default if any of the following events occurs:

- Any of your loans with us is past due or otherwise in default.
- You overdraw your Account repeatedly.
- You do not repay immediately any overdraft, or you fail to pay or perform any other obligation in connection with any of your deposit or credit relationships with us.
- You do not comply fully with any term or condition of this Agreement or of any other deposit or credit agreement you may have with us.
- You provide to us any false or misleading information in connection with any of your deposit or credit relationships with us.
- An assignment has been made for the benefit of your creditors or an entry of judgment has been made against you.
- We, in our sole discretion, are not satisfied with your conditions or affairs, financial or otherwise, or have determined that your financial condition has suffered an adverse change.

If your Account is in default, we may refuse to advance funds on any commitment or line of credit you have with us, demand immediate repayment of any and all of your outstanding obligations to us, and/or terminate your deposit Accounts and we may exercise all available rights under law or equity. A default also may affect your funds availability, as described in the Funds Availability Policy.

**Cash Management Services:**

We may agree to provide Cash Management Online services with regard to your Accounts. If the terms and conditions of any of those Cash Management services are inconsistent with this Agreement, then the terms of the Cash Management Terms and Conditions shall prevail. Otherwise the terms of this Agreement shall apply to the Cash Management service.

You authorize us to honor and act upon instructions with regard to Cash Management services which we reasonably believe to be from a person authorized to give instructions on your behalf. Instructions include any telephone, telegraphic, electronic, oral or written communication instructing us to take action, not to take action, or to provide information.

We may, at our option, use any means of verifying instructions in addition to any authentication methods otherwise required and upon notice to you we also may, at our option, decline to execute any instruction. You authorize us to electronically record any communication received from you.

**Other Services:**

We may offer other services which, upon request, you may use with your Account. For example, these other services may include access to our ATMs, an overdraft protection feature, or automated sweep services. You will be subject to all the terms of the agreements governing any other available services which you choose.

**How Checking Accounts Are Maintained:**

For our internal accounting purposes business checking accounts will consist of two sub-accounts: a checking sub-account and a savings sub-account. The Bank may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. If your account is a type on which interest is paid, your calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

**Miscellaneous:**

**Freezing an Account:** We reserve the right to place a hold on your Account funds (commonly referred to as "freezing" your Account), in the event that we believe your Account may be subject to irregular, unauthorized, fraudulent, or illegal activity, or in the event we become aware of a dispute or claim

relating to your Account. This hold will remain in place until we have completed our investigation, or, until the dispute, claim or risk of loss has been resolved to our satisfaction. We will provide you with notice as required by law if we do freeze your Account funds.

**Our Right to Refuse/Close an Account:** The bank reserves the right to refuse to open any account and you or we may close your Account or terminate any service provided in connection with an Account, at any time without advance notice, except that we may require you to give us seven days' advance notice when you intend to close your savings, money market, or interest-bearing checking Account (see Notice of Withdrawal section). You or we may close your time deposit Account at maturity without advance notice. If you or we close your interest-bearing Account before the date of interest posting, accrued interest will not be paid except at the discretion of the Bank.

**Our Right to Delay Enforcement:** We can choose to not enforce or delay in enforcing any provisions of this Agreement without losing the right to enforce them in the future.

**Items in the Mail:** We are not responsible for any Items you mail to us that are lost in transit. You should send any valuable Items by registered mail and properly insured.

**Direct Deposit:** If you have direct deposit, you agree that if a direct deposit must be returned for any reason, you authorize us to deduct the amount from the Account you may have with us, without prior notice and at any time.

**Notice of Address Change:** You must notify us in writing, by secure message service within Online Banking, or at any of our banking offices, of any change of address. Any communication we send to you at the last address as shown on our records will be binding on you for all purposes. You agree we may change your address on our records based on information provided by the United States Postal Service without notice to you.

**Assignment:** You will not transfer, assign or pledge your Account(s) to any third party, and we will not recognize any such attempted assignment or pledge, without our prior written approval.

**Representations and Warranties:** By establishing and maintaining an Account with us, you represent and warrant to us as follows for the duration of your Account relationship: This Agreement represents the entire Agreement between you and us regarding your Account(s) and supersedes any and all prior discussions or agreements between you and us regarding your Account(s). Your performance of this Agreement does not violate your corporate or other governing documents, or any law or regulation applicable to you.

**Amendments:** We reserve the right to change the terms of this Agreement or change the terms of your Account at any time. We will give you such notice of the change as we determine is appropriate, such as by statement message or enclosure, letter, or as posted in the bank office, and as required by applicable law. Where applicable law permits, we can notify you of the changes by posting a new version of this Agreement or a notice of change to Accounts, in our bank offices. Your continued use of the Account following the effective date of any such change indicates your intention to be bound by this Agreement, as amended. If you would like a copy of the current Agreement or have questions, please ask any Bank representative or call the Customer Call Center toll free at **800-698-BANK (800-698-2265)**.

### **Compliance:**

You agree to comply with applicable laws and regulations. You may not use your account or related services for any illegal transaction or activity, such as those prohibited by the Unlawful Internet Gambling Enforcement Act and the United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Asset Control (OFAC) of the U.S. Department of the Treasury, and Executive Orders issued by the President of the United States.

You agree to indemnify us from any action, proceeding, claim, loss, cost and expense incurred by us due to any U.S. or foreign government entity seizing or freezing any of your accounts or funds caused by your action or inaction.

### **Confidentiality:**

Information about your account is confidential. We will not disclose information to third parties except: 1) where it is necessary to complete a transaction; 2) in order to verify or report the existence and condition of your Account to a third party, such as a credit bureau; 3) in order to comply with payment system rules, clearinghouse rules, government regulations, court orders, or law enforcement

investigations; 4) if you give us permission; 5) to our employees, auditors, affiliates, service providers, attorneys or collection agents in the course of their duties; 6) in connection with a claim by or against us on an Item deposited into or withdrawn from your account; or 7) as otherwise permitted by law. If we have to obey an order for information from an authorized government body, we will, to the extent required by law, notify you before we give out the information.

### **Funds Transfers:**

The following provisions apply to funds transfers you send or receive through us, but do not apply to the electronic funds transfers governed by Regulation E of the U.S. Federal Reserve Board:

- a) **Definitions:** The following words have the meanings given to them below for purposes of this Funds Transfer Section.
- "Article 4A" means Article 4A of the Uniform Commercial Code as in effect from time to time in the Commonwealth of Massachusetts.
  - "Authorized Agent" means a person designated by you as your authorized representative, or otherwise authorized by you to act on your behalf in connection with a Payment Order, as defined below.
  - "Beneficiary" means (i) the person to whom you ask us to make a Funds Transfer, as defined below, or (ii) you, if instructions relating to a Funds Transfer name you as the beneficiary.
  - "Beneficiary's Bank" means the bank at which the Beneficiary maintains an account to which a Funds Transfer will be made.
  - "Callback" means a telephone call initiated by us to an Authorized Agent for the purpose of verifying that you actually issued a Payment Order, a cancellation of a Payment Order or a change to a Payment Order.
  - "Dual Authorization" means a systematic requirement which requires that two different operator identification codes be used to approve all outgoing Payment Orders.
  - "Funds Transfer" means a transfer to or from your Account.
  - "Non-Repetitive Payment Order" means a Payment Order that is not a Repetitive Payment Order as defined below.
  - "Payment Order" means your instructions to us to pay or cause to be paid a fixed or determined amount of money to a Beneficiary.
  - "Repetitive Payment Order" means a Payment Order issued on a regular basis by using a confidential code number and relating to the same Beneficiary and the same account maintained by or for the benefit of such Beneficiary at the Beneficiary's Bank.
  - "Sending Bank" means the bank that sends a Funds Transfer to another bank.
- b) **Authorization:** If you intend to make a Funds Transfer via fax, secure message service or using the Bank's cash management software, you agree to complete and execute the Wire Transfer Authorization and/or the Cash Management Terms and Conditions Agreement supplied by the Bank in advance of your request. You will give us such documentation in a form that is satisfactory to us. All Funds Transfers will be subject to (i) our procedures and fees, as may be amended from time to time, (ii) the terms of this Agreement, and (iii) the terms of any agreement between you and us relating to Funds Transfers, to the extent not consistent with the terms of this Agreement. Nothing in this Agreement shall be considered to require us to make any Funds Transfers requested by you.
- c) **Describing the Beneficiary's Bank and the Intermediary Bank:** If you ask us to make a Funds Transfer from your Account to the Beneficiary's Account, you must identify the Beneficiary, the Beneficiary's Bank, and the intermediary bank, if any, to which you want the Funds Transfer to be sent, by name and by an identification number. If you fail to provide us with an intermediary bank, you hereby direct us, on your behalf to select an intermediary bank. We are entitled to rely upon each identification number which you provide to us, as the proper identification of each person and bank, as applicable, even if it identifies a person or bank different from the named person or bank. In addition, the Beneficiary's Bank may make payment to the Beneficiary based on the identification number, even if it identifies a person different from the named Beneficiary. If we



are named as a Beneficiary's Bank, we will pay a Funds Transfer to the person identified by an identification number, even if it identifies a person different from the named Beneficiary.

- d) **Payments Are Provisional:** If a Funds Transfer is subject to the rules of an automated clearing house such as the National Automated Clearing House Association, or other funds transfer system rules which provide that payment to a Beneficiary is provisional until the Beneficiary receives final payment:
- Our payment of a Funds Transfer to your Account will be provisional until the Sending Bank gives us final payment, and you agree that we may reverse our provisional credit if the Sending Bank does not give us final payment; and
  - A payment by the Beneficiary's Bank of a Funds Transfer to the Beneficiary will be provisional until the Sending Bank gives the Beneficiary's Bank final payment, and you agree that the Beneficiary's Bank may reverse its provisional credit if the Sending Bank does not give the Beneficiary's Bank final payment.

You agree to be bound by such rules.

- e) **Authorized Account:** If you make a Funds Transfer, you agree to tell us which of your Accounts will be used to pay the Funds Transfer. If you do not do so, we may pay your Funds Transfer from any of your Accounts.
- f) **No Special Notice of Receipt of Funds:** If you are the Beneficiary of a Funds Transfer, you agree that we do not have to give you any notice that we have received the Funds Transfer. However, if you normally receive a periodic statement for the Account to which we credited the Funds Transfer, the Funds Transfer will be reflected on the periodic statement that includes the date on which we credited the Funds Transfer to your Account.
- g) **You Must Tell Us About Errors or Other Problems:** You must use ordinary care to determine whether each Funds Transfer has been authorized properly by you, and to discover any errors or other problems relating to Funds Transfer requests made to or executed by us. You must tell us at once if you think a Funds Transfer (or a fee related to a requested or completed Funds Transfer) shown on your statement or notice is incorrect. You must send us a written notice including a statement of relevant facts, no later than ten (10) Business Days after the date you receive the first (1st) notice or statement on which the problem or error appears. If you fail to notify us within such time period, and we are required by law to refund to you all or part of the payment which you made, we will not pay interest to you on the amount refunded.
- h) **Security Procedures:** The following security procedures are available to you. We have established these Security Procedures to verify whether you were the person who actually asked us to make a Funds Transfer or to change or cancel a Funds Transfer. The Security Procedures are as follows:
- Callback. Outgoing transfers initiated via phone, secure message service, or fax can be verified using a call back procedure to the individual(s) authorized by you at designated telephone numbers.
  - Token. Outgoing transfers initiated through the online cash management system will require the use of the assigned token at entry or approval depending on your company setup.
- You agree to be bound by any Funds Transfer, whether or not authorized, which is issued in your name and accepted by us in compliance with the above security procedures. Therefore, you should exercise special care when choosing a security procedure. You must keep the security procedures confidential, and must not reveal the security procedures to any person, other than to an Authorized Agent.
- i) **Funds Transfer Made Without a Security Procedure:** If we agree to make a Funds Transfer for you without a security procedure, you will be bound by such Funds Transfer to the fullest extent allowed by applicable law.

#### **Alternative Dispute Resolution Procedures:**

These Alternative Dispute Resolution Procedures ("ADR Procedures") supplement and amend the terms and conditions of your Account above and any Account Agreement with us. **READ THESE ADR PROCEDURES CAREFULLY AS THEY AFFECT HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED.**

From time to time, you may have concerns having to do with your Account or other matters. Most concerns can be resolved by calling our Customer Call Center at **800-698-BANK (800-698-2265)**. In the event that a Covered Dispute (as defined below) arises between you and us about your Account or any services that we provide, you and we agree to work in good faith to resolve such Covered Dispute.

If we are not able to resolve a Covered Dispute within thirty (30) days after we receive a Notice of Dispute (as described below) and it is within the jurisdiction of a small claims court, either party may seek relief in small claims court of having jurisdiction over the Covered Dispute.

If we are not able to resolve a Covered Dispute within thirty (30) days after we receive a Notice of Dispute (as described below) and it is not within the jurisdiction of a small claims court, you and we agree to resolve the Covered Dispute exclusively through binding individual arbitration before the American Arbitration Association ("AAA") in accordance with terms set forth in these ADR Procedures. Some rights (such as the right to obtain information from the other party and the right to appeal a decision) may be more limited in arbitration than they would be in a court proceeding. You and we agree and acknowledge that in our relationship arising from this Agreement and your Account, the parties are participating in transactions that involve interstate commerce, and that the Federal Arbitration Act ("FAA") governs the interpretation and enforcement of these ADR Procedures.

**JURY TRIAL WAIVER.** YOU AND WE AGREE TO WAIVE ANY RIGHT YOU OR WE MAY HAVE TO A JURY TRIAL OR TO THE OPPORTUNITY TO LITIGATE ANY COVERED DISPUTE IN COURT (EXCEPT IN SMALL CLAIMS COURT).

**CLASS ACTION AND CLASS ARBITRATION WAIVER.** YOU AGREE TO WAIVE ANY RIGHT YOU MAY HAVE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION AGAINST US OR TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY SOMEONE ELSE TO LITIGATE ANY COVERED DISPUTE. You agree not to join in a Covered Dispute with anyone other than persons who are Joint Account owners or beneficiaries on your deposit Account.

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

**Mail a Notice of Dispute.** If you have a Covered Dispute and our representatives cannot resolve it, you agree to send a written Notice of Dispute to us at Beacon Bank & Trust, Attn: Legal Department, PO Box 1308, Pittsfield, MA 01202-1308. The Notice must describe your Covered Dispute and clearly state what you want us to do. If we do not reach an agreement to resolve the Covered Dispute within 30 days after we receive the Notice, either you or we may commence an arbitration proceeding or seek relief in small claims court as specified above.

**Initiating Arbitration.** To start an arbitration, a party to this Agreement must send a Consumer Arbitration Rules Demand for Arbitration ("Demand") to the other party and submit a copy of the Demand and filing fee to the AAA. The form of Demand, the ways to submit a Demand to the AAA, and other information about the arbitration process are available at [www.adr.org](http://www.adr.org) or 1-800-778-7879.

**Arbitration Procedures** The AAA will conduct the arbitration under its Commercial Arbitration Rules ("AAA Rules"), as they may be modified by these ADR Procedures. Any Dispute submitted for arbitration shall be heard and decided by a single arbitrator. For Disputes less than \$10,000.00, the arbitration will be conducted pursuant to the AAA's Procedures for the Resolution of Disputes through Document Submission unless the arbitrator determines that an in-person, telephone or videoconference hearing is necessary. For Disputes \$10,000.00 or greater, arbitration may be conducted in person, through the submission of documents, or by phone or videoconference, and the parties' right to a hearing will be determined by AAA Rules. Proceedings that cannot be conducted through the submission of documents or by phone or videoconference will take place at a location reasonably convenient for both of us, or if we are unable to agree, at a location determined by the arbitrator.

The arbitrator shall have exclusive authority to resolve any disagreement or controversy relating to the validity, interpretation, scope or enforcement of these ADR Procedures, or any other part or term of the Agreement, or the existence or validity of the Agreement as a whole (subject to the appellate and judicial review rights set forth below). All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. The arbitrator shall apply Massachusetts law to all claims, counterclaims, and defenses. The parties shall not be permitted to seek punitive, consequential, or indirect damages relating under any theory of liability. Judgment upon any arbitration award may be entered in any court having jurisdiction.

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

**Costs of Arbitration.** If you submit a Demand to the AAA, you will pay the initial filing fee unless you get a fee waiver under the AAA Rules. If we submit a Demand, we pay the initial filing fee. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee.

Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. Each party will be entitled to recover attorneys' fees in arbitration to the same extent you or we could in court, in accordance with applicable law.

**Preservation of Remedies.** You or we can do the following without giving up the right to require arbitration:

- Seek remedies in small claims court on an individual basis for Covered Disputes within that court's jurisdiction, unless these Covered Disputes are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Covered Disputes to arbitration. Covered Disputes filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Covered Dispute.
- Exercise self-help remedies and take measures that do not involve a court or arbitration, including, but not limited to, setting off against your account(s).
- Comply with other contractual or mandatory regulatory procedures before a Covered Dispute may be brought to arbitration.

**Modification.** Notwithstanding our right to amend the terms of these ADR Procedures, arbitration of any Covered Dispute will be conducted pursuant to the terms of these ADR Procedures in effect at such time as we receive Notice of the Dispute, in writing, at the Notice Address listed above. If we make a change to these ADR Procedures (other than address changes), you may reject that change by sending us written notice, within 30 days of the change, to the Notice Address listed below. If you do so, the most recent version of these ADR Procedures that was in effect before the change you rejected will apply. These ADR Procedures shall survive the closing of your Account and remain binding on you and your heirs, legal representatives, successors and assigns.

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

# Funds Availability Disclosure

This disclosure applies to all business deposit accounts. In general, our policy is to make funds from your check deposits available to you on the first (1st) business day after the day we receive your deposit. Funds from the deposit of cash made in person with a Beacon Bank & Trust bank teller and electronic direct deposits will be available on the day we receive your deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written and other debits that you have authorized. Deposits of cash and/or checks made at an ATM will be available to you on the first business day after the business day we receive your deposit. External Transfer deposits done via Online Banking will be available to the customer on the second business day after the deposit request is initiated. As long as it is initiated before our 5:00 P.M. EST cut off time. However, if you initiate the transfer after the cut off time or on a day we are not open, we will consider that the transfer was initiated on the next business day we are open.

## Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. If you make a deposit at our teller line before closing (or before 5:00 P.M. EST at one of our ATMs or using our Mobile Banking product) on business days that we are open, we will consider that to be the day of your deposit. However, if you make a deposit after closing (or after 5:00 P.M. EST at one of our ATMs or using the Mobile Banking product) on a day we are not open, we will consider that the deposit was made on the next business day. If you initiate a transfer before 11:00 P.M. EST on a business day the bank is open using our Online Banking product or our telephone banking service, we will consider that day to be the day of your transfer. However, if you make a transfer after these cutoff times or on a day we are not open, we will consider that the transfer was made.

We will not accept cash deposits by mail. Check deposits made by mail should be addressed to:

Beacon Bank & Trust  
Attn: Mail Deposits  
P.O. Box 1308  
Pittsfield, MA 01202-1308

Check deposits that are mailed to us are considered deposited on the business day we receive them. Deposits placed in a night depository are considered received when we remove them from the night depository. We will remove deposits no later than the next business day.

## Longer Delays May Apply

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

### Case-By-Case Delays

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposits, however, will be available on the first business day after the business day of your deposit.

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

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

### Safeguard Exceptions

You deposit checks totaling more than \$6,725.00 on any one day. In this case, we may make the first \$6,725.00 of the day's total deposits available to you on the first (1st) business day after the date of your deposit. The excess over \$6,725.00 will be available no later than the fifth (5th) business day after the day of your deposit.

- We believe a check you deposit will not be paid.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six (6) months as described below:

1. On six or more banking days within the preceding six months, the account balance is negative, or the account balance would have become negative if checks or other charges to the account had been paid; or
  2. On two or more banking days within the preceding six months, the account balance is negative, or the account balance would have become negative, in the amount of \$6,725.00 or more, if checks or other charges to the account had been paid.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth (5th) business day after the day of your deposit. If the decision to delay availability is not made at the time you make the deposit, we will mail you a notice by the first (1st) business day after we receive your deposit. The notice will tell you when the funds will be available.

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

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

Funds from electronic direct deposits into your Account, and cash deposits made in person to one of our employees will be available on the day we receive the deposit. The first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's and Federal, State, and local government checks and U.S. Postal Service money orders 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 \$6,725.00 will be available no later than the fifth (5th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 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 no later than the fifth (5th) business day after the day of deposit.

### **Hold on Other Funds**

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

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

### **Foreign Items**

The processing and collection of foreign checks or Items are not subject to U.S. laws or regulations, including collection or return time periods. We reserve the right to accept any checks drawn on a financial institution not located in the United States (including Canadian financial institutions) on a collection basis only. Items accepted for collection are normally credited to your Account only after we have received payment for them. If we do agree to credit your account in advance and do not receive payment for the Item, we will debit your Account for the amount of the Item and any fees. Fees for processing collection Items apply even if the collection Item is returned unpaid.

For each Item sent, we will assess a collection charge plus any collection fees charged to us by other financial institutions that process the Item(s). Checks that are sent for collection are subject to payment by the Drawee Bank and are generally available within thirty (30) calendar days, but may take longer. If the check you present for collection is payable in foreign currency, we will credit your Account in U.S. currency at the foreign exchange rate applied by our Foreign Exchange department minus our collection fee and any collection fees assessed by other financial institutions or payers.

If we accept a foreign check for deposit or collection, you assume all risks associated with the collection process and foreign currency fluctuations. A foreign check may be returned unpaid much later (in some cases, several months later) than Items drawn on U.S. Banks. If a foreign Item is sent for

collection and paid, then returned later for fraud, we will debit your account for the Item as well as any fees assessed by the foreign bank.

### **Other Provisions**

From time to time, a deposited check may be returned unpaid after we make funds available to you. Please remember that even after we have provisionally made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If a check you deposit is returned to us unpaid, you will have to repay us and we may charge your Account for the amount of the check even if doing so overdraws your Account.

## **Electronic Funds Transfer**

The Electronic Funds Transfers (EFTs) we are capable of handling are indicated below. Some of these may not apply to your Account. Please read this part carefully because it describes the types of transactions that are available and your obligations for these transactions. You should keep this part for future reference.

### **Preauthorized Credits:**

You may make arrangements for certain direct deposits to be accepted into your Checking, Savings, or Money Market Deposit Accounts.

### **Preauthorized Withdrawals:**

You may make arrangements to pay certain recurring bills from your Checking, Savings, or Money Market Deposit Accounts.

### **Telephone Transfers:**

You may make telephone transfers between eligible Checking, Savings, or Money Market Deposit Accounts through our telephone banking system.

### **Online Cash Management:**

If you sign up for this service you can transfer funds between designated Accounts, make payments on loans, obtain balance and Account information and arrange for payments to be made to third parties, all as provided for in the Online Cash Management Terms and Conditions Agreement.

### **Electronic Check Conversion:**

Some Point-of-Purchase terminals may provide you the option of initiating a one-time automatic debit from your Account by authorizing the merchant to obtain the necessary information from a check drawn on your Deposit Account. A check used in this way is treated as an EFT and is not a negotiable instrument in its own right. The check cannot be subsequently used and should be voided.

### **ATM Transfers:**

Types of transfers and dollar limitations – You may access your Account(s) by ATM using your MasterCard® Business Debit Card and personal identification number (PIN) to:

- Get cash withdrawals from Checking, Savings, and Money Market Accounts – the standard daily limit for cash withdrawals is the available balance in your Account up to your card's predetermined authorized daily limit;
- Transfer funds between Checking, Savings, and Money Market Accounts linked to your card;
- Get information about the Account(s) balances for your Checking, Savings, and/or Money Market Account(s) linked to your card;
- Charge point of sale purchases to your Checking or Money Market Accounts. Note: Some of these services may not be available at all terminals.

### **MasterCard® Business Debit Card Transactions:**

Types of transactions and dollar limitations – You may access your Checking or Money Market Account through the MasterCard® network using your MasterCard® Business Debit Card to:

- Purchase goods or pay for services;



- Get cash from a merchant, if the merchant permits, or from a participating financial institution.

Your standard daily limits are the available balance in your Checking or Money Market Account up to your card's predetermined authorized daily limit.

These transactions will be automatically deducted from your Checking or Money Market Account. You may use your MasterCard® Business Debit Card at any location that accepts MasterCard®.

**YOU ARE RESPONSIBLE FOR RESOLVING ALL DISPUTES CONCERNING THE PURCHASE OF GOODS OR SERVICES WITH THE MERCHANT WHO ACCEPTED THE CARD.**

#### **Debit Card Purchase Transactions:**

For debit card purchase transactions, the merchant may request an authorization from us. If we approve the request, we will reduce the amount of funds available to spend before incurring a fee, from the date of your transaction until payment is requested from us through the Mastercard® system. Some merchants (e.g. hotels, restaurants, gas stations, car rental companies) estimate the authorization amount, which will result in a balance reduction that may be less or greater than the exact amount of your final purchase. Any funds we have associated with the pending transaction will not be available for withdrawal during the period between authorization and payment without incurring a fee for overdrawing the account. This reduction on available funds (before incurring a fee) will be in effect for no more than three (3) business days. When payment is requested through the Mastercard® system, the purchase amount will be debited from your designated Checking or Money Market Account.

#### **Designating Cardholders:**

You may identify certain individuals on the application for this service to whom Beacon Bank & Trust is to issue cards. You will also designate the kind of card each individual is to receive. You may identify additional individuals to whom a card is to be issued, request that a different type of card be issued to any individual, or ask Beacon Bank & Trust to deactivate any individual's card. All individuals for whom you request a Debit MasterCard® or ATM card must be properly authorized to make withdrawals from your designated accounts. If Beacon Bank & Trust has not been provided with banking resolutions and other documentation evidencing such authority, the request for a card for such individual shall be deemed to be conclusive evidence that such individual has all requisite authority.

#### **Minimum Account Balance:**

We do not require you to maintain a minimum balance in any Account as a condition of using an access device (card or PIN) to perform a transaction.

### **Charges for Electronic Funds Transfers**

A fee will be imposed for each transaction you conduct at an ATM that we do not own or operate (please see Fee Schedule). Such transactions are referred to as "foreign" ATM transactions. There will be a fee for each transaction, even if part of the same ATM visit. For example, if you withdraw funds from two different Accounts at a foreign ATM, there will be two fees (one for each of those transactions). There will be no fees assessed when using an ATM owned or operated by Beacon Bank & Trust.

Please note: For "foreign" ATM transactions, the institution that owns the ATM (or the network) may also assess a fee (surcharge) at the time of your transaction. You may be charged a fee for a balance inquiry even if you do not complete a funds transaction.

#### **Terminal Transactions:**

You can get a receipt at the time you conduct a transaction using automated teller machines or point-of-sale terminals.

#### **Liability for Unauthorized Use:**

Please note that business customers are responsible for and assume liability for any unauthorized use of the Business ATM or Debit Card at an ATM, point-of-sale purchase, or merchant purchase be it in person, by mail, by phone, or by internet. It is important to understand that such purchases are debit transfers, and as such, you acknowledge and agree that all Business Debit Card transactions are not, and will not be treated as, payment orders for the purposes of Article 4A of the Uniform Commercial Code (UCC).

To help protect yourself from unauthorized transactions: keep your card in a secure place; report lost or stolen cards immediately to help minimize exposure; review transaction activity periodically and report any suspicious activity; and keep track of other authorized users.

**Direct Deposits:**

If you have arranged to have direct deposits made to your Account at least once every sixty (60) Calendar Days from the same person or company, you can call the Customer Call Center toll free at **800-698-BANK (800-698-2265)** to find out whether the deposit has been made.

**Right to Stop Payment and Procedures for Doing So:**

Preauthorized transfers from your Account(s) can be discontinued by calling us at **800-698-BANK (800-698-2265)** or by writing to us at:

Beacon Bank & Trust  
Deposit Services  
PO Box 1308  
Pittsfield, MA 01202-1308

In order to stop payment of preauthorized transfers, the Bank must be notified at least three (3) Business Days prior to the regularly scheduled payment date.

When making a verbal request, the Bank may require you to put your request in writing and deliver it to us within fourteen (14) Calendar Days after the initial telephone call. For each stop payment order you request, we will charge you our current stop payment order fee (see Fee Schedule). Unlike checks, you cannot place stop payments on purchases made with your MasterCard® Business Debit Card.

**Advisory Against Illegal Use:**

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

## Common Features Commercial Fee Schedule

The following fees may be assessed on your account. Fees shown are for each transaction of the type shown, unless otherwise indicated.

**Abandoned Property**, per account or such lesser rate as may be set by law..... \$65.00

ACH Block Set Up Fee..... \$30.00

Audit Confirmation ..... \$35.00

### ATM and Debit Card

ATM/Debit Replacement Card Fee..... \$12.00

ATM/Debit Expedited Card

Replacement Fee..... \$65.00

### ATM Withdrawal Fees

ATMs at Beacon Bank.....No Fee

Direct S/C-Fee (non-Beacon Bank ATMs..\$3.00

### ATM Inquiry Fees

ATMs at Beacon Bank.....No Fee

Direct S/C-Fee (non-Beacon Bank ATMs..\$3.00

### International ATM/Debit Transactions ... 3.00%

MasterCard Internal Assessment Fee

(Currency Conversion) Percentage of U.S.

Dollar Amount

### Cashier's Check

Customer.....\$10.00

Non-Customer .....Not Available

Check Orders .....Prices vary depending on style

Check Collection Fee\* ..... \$35.00

(for processing checks drawn within or outside of the U.S. Additional correspondent bank charges will apply)

### Counter Checks, per page

(4 Checks per page).....\$5.00

### Early Account Closure ..... \$35.00

(Checking, Savings or Money Market account within 90 days of opening)

### Excessive Transaction Fee<sup>1</sup> .....\$10.00

### Foreign Currency Collection or Purchase

Collection or Purchase U.S. Dollar

Value < \$300.....\$10.00

Collection or Purchase U.S. Dollar

Value >= \$300 .....No Fee

### Legal Process Fee, per occurrence, or

such lesser rate as may be set by law..... \$125.00

(e.g. attachment, levy, or garnishment)

### Money Orders

Customer.....\$5.00

Non-Customer .....Not Available

### Night Depository (Night Drop)

Night Deposit Bags

(plastic, tamperproof).....No Fee

Night Deposit Key Replacement, per key...\$5.00

### Online Banking

External Funds Transfer (Incoming) .....No Fee

External Funds Transfer (Outgoing).....\$3.00

### Overdraft

Overdraft/Unavailable Funds (UAF) Fee (when we pay an overdraft item, once per item)..... \$35.00

NSF Returned Item Fee-when we return

an overdraft item ..... \$35.00

Any debit transaction of \$24.49 or less will not be assessed a fee if it overdraws an account, or if it is paid when there is a negative available balance.

### Continuous OD (Overdraft) Fee ..... \$35.00

The Continuous OD Fee is a one-time fee applied to your account after the account remains overdrawn for five (5) consecutive business days. Other bank fees (including but not limited to Overdraft, UAF Overdraft, and NSF Return item Fees) can result in a negative balance, which can lead to the assessment of a Continuous OD Fee.

### Overdraft Protection, per transfer .....\$10.00

(Transfer from another deposit account)

Paper Statement Fee, per month<sup>2</sup>.....\$3.00

### Research

Research Fee, per hour..... \$30.00

Account Reconciliation, per hour..... \$30.00

(One hour minimum)

Copy Fee, per item or per page .....\$5.00

(Copies of cashier's checks, checks, deposited items, money orders, or transaction slips)

Duplicate or Interim Statement Fee .....\$5.00

Statement Copy with Images Fee .....\$10.00

Subpoena Research Fee, per hour..... \$75.00

Tax Form Copy Fee, per form .....\$5.00

### Returned Check Fee (Chargeback).....\$10.00

### Safe Deposit Box Rentals

(Check availability of sizes with your Branch Representative)

Annual Fee.....varies by size<sup>†</sup>

Drilling Fee.....\$200.00

Late Fee.....\$25.00

Replacement Key Fee.....No Fee

<sup>†</sup> Contents of safe deposit boxes are not FDIC or Bank insured. Boxes are located at select branch locations, and available sizes may vary.

<b>Returned Statement Fee</b> .....	\$10.00
(One-Time Fee charged to your deposit account when your statement is returned undeliverable)	
<b>Signature Guarantee (Medallion Stamp) Fee</b>	
Customer .....	No Fee
Non-Customer .....	Not Available
<b>Stop Payment</b> , all items including ACH and Bill Pay .....	\$30.00
<b>Telephone Account Transfers</b> <sup>1</sup> .....	No Fee

## Wire Transfers

Domestic	
Incoming .....	\$15.00
Outgoing .....	\$30.00
International	
USD Incoming .....	\$15.00
USD Outgoing .....	\$40.00
Foreign Currency Incoming .....	\$15.00
Foreign Currency Outgoing .....	\$25.00
Wire Trace Fee .....	\$30.00

\* Plus correspondent bank charges.

1. For Savings and Money Market Accounts, within any monthly calendar period, you may make a total of ten (10) withdrawals, transfers, or payments to another account or third party, at no charge. Transactions subject to the ten (10) transaction limit include: automatic transfers and online banking transfers between your accounts; Bill Payments; telephone transfers initiated through Telephone Banking, branch or the Customer Support Center; ACH debits; checks; debit card point-of-sale and preauthorized debits; and wires or similar payment orders. We will use the date the transaction is completed by us (as opposed to the date that you initiate it) to determine the transaction date. In person withdrawals at a teller window, at an ATM, or received by mail are unlimited.
2. Monthly Paper Statement Fee is waived when enrolled for EStatements.

# Business Account Information

## Checking Accounts

### Business Checking

Minimum balance to open account .....	\$100.00
Monthly maintenance fee .....	\$10.00
Average daily balance <sup>1</sup> to avoid fee .....	\$1,000.00
Transaction overage fee for each debit, credit, and deposited item in excess of 250 per statement period .....	\$0.50
Monthly paper statement fee (waived when enrolled for eStatements) ....	\$3.00

### Business Checking Plus

Minimum balance to open account .....	\$100.00
Monthly maintenance fee .....	\$25.00
Average daily balance <sup>1</sup> to avoid fee ...	\$10,000.00
Or combined balance <sup>2</sup> to avoid fee ...	\$25,000.00
Transaction overage fee for each debit, credit, and deposited item in excess of 500 per statement period .....	\$0.50
Monthly paper statement fee (waived when enrolled for eStatements) ....	\$3.00

### Commercial Checking

Earnings Credit Allowance (ECA) paid to offset service charges is variable and may change daily. The ECA is calculated on the average collected monthly balance. A 10% reserve requirement will be excluded from balances eligible for earning credit.	
Minimum balance to open account .....	\$100.00

Monthly maintenance fee .....	\$20.00
Per ACH transaction fee .....	\$0.20
Per check paid fee .....	\$0.22
Per deposit fee .....	\$0.75
Per deposited item fee .....	\$0.18
Monthly paper statement fee (waived when enrolled for eStatements) ....	\$3.00

### Non-Profit Checking with Interest

(For Non-Profit organizations only)

Minimum balance to open account .....	\$100.00
Monthly maintenance fee .....	\$0.00
Transaction overage fee for each debit, credit, and deposited item in excess of 350 per statement period .....	\$0.50
Minimum daily balance to obtain the Annual Percentage Yield (APY) disclosed ....	\$0.01

### Community Checking

(For unincorporated associations or clubs)

Minimum balance to open account .....	\$100.00
Monthly maintenance fee .....	\$0.00
Transaction overage fee for each debit item in excess of 100 per monthly statement period .....	\$0.50
Monthly paper statement fee (waived when enrolled for eStatements) ....	\$3.00

1. To calculate the average daily balance, we add the principal amount in the account for each day of the statement period and divide by the number of days in the statement period.
2. Combined balance is calculated by adding together the average daily balance of all your business savings, business checking, business money market, and Certificate of Deposit ("CD") accounts held in the same business name since the last statement date.

## Common Account Disclosures

The following disclosures apply to all types of accounts.

**Business Day:** The term “business day” refers to every day except Saturdays, Sundays, and federal holidays.

**Rate information:** Your interest rate and Annual Percentage Yield may change.

**Accrual of interest on noncash deposits:** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Determination of Rate and Frequency of rate changes:** At our discretion, we may change the interest rate on your account at any time.

**Compounding and Crediting frequency:** Interest will be compounded monthly. Interest will be credited to your account every month on the statement date. Fees could reduce earnings on your account.

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

**Notice of Withdrawal:** We reserve the right to require seven days’ notice in writing before each withdrawal from an interest-bearing account as defined by Regulation D.

## Savings and Money Market Accounts

### Business Savings

Minimum balance to open account . . . \$1,000.00  
Monthly maintenance fee . . . . . \$5.00  
Average daily balance<sup>1</sup> to avoid fee . . . . \$1,000.00  
Minimum daily balance required to obtain the Annual Percentage Yield (APY) disclosed . . \$10.00  
Monthly paper statement fee  
(waived when enrolled for eStatements) . . . \$3.00  
Excessive transaction fee (Fee is per withdrawal, transfer, or payment in excess of ten (10) per statement period. In-person withdrawals at a teller window, by mail, or at an ATM are unlimited.)<sup>2</sup> . . . . . \$10.00

### Business Relationship Savings<sup>5</sup>

Minimum balance to open account . . . \$1,000.00  
Monthly maintenance fee . . . . . \$0.00  
Minimum daily balance required to obtain the APY disclosed . . . . . \$10.00  
Monthly paper statement fee  
(waived when enrolled for eStatements) . . . \$3.00  
Excessive transaction fee (Fee is per withdrawal, transfer, or payment in excess of ten (10) per statement period. In-person withdrawals at a teller window, by mail, or at an ATM are unlimited.)<sup>2</sup> . . . . . \$10.00

### Business Premium Savings<sup>5</sup>

Minimum balance to open account . . \$100,000.00  
Monthly maintenance fee . . . . . \$5.00  
Average daily balance<sup>1</sup> to avoid fee . . . . \$1,000.00  
Minimum daily balance required to obtain the APY disclosed . . . . . \$10.00  
Monthly paper statement fee  
(waived when enrolled for eStatements) . . . \$3.00

Excessive transaction fee (Fee is per withdrawal, transfer, or payment in excess of ten (10) per statement period. In-person withdrawals at a teller window, by mail, or at an ATM are unlimited.)<sup>2</sup> . . . . . \$10.00

### Business Money Market

Minimum balance to open account . . . \$1,000.00  
Monthly maintenance fee . . . . . \$10.00  
Average daily balance<sup>1</sup> to avoid fee . . . . \$2,500.00  
Minimum daily balance required to obtain the APY disclosed . . . . . \$10.00  
Monthly paper statement fee  
(waived when enrolled for eStatements) . . . \$3.00

Excessive transaction fee (Fee is per withdrawal, transfer, or payment in excess of ten (10) per statement period. In-person withdrawals at a teller window, by mail, or at an ATM are unlimited.)<sup>2</sup> . . . . . \$10.00

### Business Relationship Money Market<sup>5</sup>

Minimum balance to open account . . . \$1,000.00  
Monthly maintenance fee . . . . . \$10.00  
Average daily balance<sup>1</sup> to avoid fee . . . . \$5,000.00  
Minimum daily balance required to obtain the APY disclosed . . . . . \$10.00  
Monthly paper statement fee  
(waived when enrolled for eStatements) . . . \$3.00

Excessive transaction fee (Fee is per withdrawal, transfer, or payment in excess of ten (10) per statement period. In-person withdrawals at a teller window, by mail, or at an ATM are unlimited.)<sup>2</sup> . . . . . \$10.00

### Payroll Money Market

Minimum balance to open account . . . \$1,000.00

Monthly maintenance fee .....	\$0.00
Minimum daily balance required to obtain the APY disclosed .....	\$10.00
Monthly paper statement fee (waived when enrolled for eStatements) ....	\$0.00
<b>Escrow Savings<sup>3</sup></b>	
Minimum balance to open account .....	\$25.00
Monthly maintenance fee .....	\$0.00
Minimum daily balance required to obtain the APY disclosed .....	\$10.00
Monthly paper statement fee (waived when enrolled for eStatements) ....	\$0.00
<b>Escrow Savings Non-Interest<sup>3</sup></b>	
Minimum balance to open account .....	\$25.00
Monthly maintenance fee .....	\$0.00
Monthly paper statement fee (waived when enrolled for eStatements) ....	\$0.00
<b>Escrow Savings CT<sup>3,4</sup></b> (Connecticut Businesses Only)	
Minimum balance to open account .....	\$25.00
Monthly maintenance fee .....	\$0.00
Minimum daily balance required to obtain the APY disclosed .....	\$10.00
Monthly paper statement fee (waived when enrolled for eStatements) ....	\$0.00

## Common Account Disclosures

The following disclosures apply to all types of accounts.

**Business Day:** The term "business day" refers to every day except Saturdays, Sundays, and federal holidays.

**Rate information:** Your interest rate and Annual Percentage Yield may change.

**Accrual of interest on noncash deposits:** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Determination of Rate and Frequency of rate changes:** At our discretion, we may change the interest rate on your account at any time.

**Compounding and Crediting frequency:** Interest will be compounded monthly. Interest will be credited to your account every month on the statement date. Fees could reduce earnings on your account.

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

**Notice of Withdrawal:** We reserve the right to require seven days' notice in writing before each withdrawal from an interest-bearing account as defined by Regulation D.

1. To calculate the average daily balance, we add the principal amount in the account for each day of the statement period and divide by the number of days in the statement period.
2. For Savings and Money Market Accounts, within any monthly calendar period, you may make a total of ten (10) withdrawals, transfers or payments to another Account or third party, at no charge. Transactions subject to the ten (10) transaction limit include: automatic transfers and online banking transfers between your accounts; Bill Payments; telephone transfers initiated through Telephone Banking, branch, or the customer call center; ACH debits; checks; debit card point-of-sale and preauthorized debits; and wires or similar payment orders. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to determine the transaction date. In-person withdrawals at a teller window, at an ATM, or received by mail are unlimited.
3. Withdrawals from this account by authorized, automatic, online banking, telephone transfer, check, draft, or similar order to third parties are not permitted.
4. The Escrow Savings CT is available to CT businesses only.
5. Business Checking Account required.



# Municipal Account Information

## Municipal Checking

Earnings Credit Allowance (ECA) paid to offset service charges is variable and may change daily. The ECA is calculated on the average collected monthly balance. A 10% reserve requirement will be excluded from balances eligible for earning credit.

Minimum balance to open account.....	\$100.00
Monthly maintenance fee.....	\$0.00
Per ACH transaction fee.....	\$0.20
Per check paid fee.....	\$0.22
Per deposit fee.....	\$0.75
Per deposited item fee.....	\$0.18

## Municipal Checking with Interest

Earnings Credit Allowance (ECA) paid to offset service charges is variable and may change daily. The ECA is calculated on the average collected monthly balance. A 10% reserve requirement will be excluded from balances eligible for earning credit.

Minimum balance to open account.....	\$100.00
Monthly maintenance fee.....	\$0.00
Minimum daily balance required to obtain the Annual Percentage Yield (APY) disclosed....	\$0.01
Per ACH transaction fee.....	\$0.20
Per check paid fee.....	\$0.22
Per deposit fee.....	\$0.75
Per deposited item fee.....	\$0.18

## Municipal Money Market

Minimum balance to open account.....	\$100.00
Monthly maintenance fee.....	\$0.00
Minimum daily balance required to obtain the APY disclosed.....	\$10.00

## Common Interest Rate Disclosures

The following disclosures apply to all types of accounts.

**Business Day:** The term “business day” refers to every day except Saturdays, Sundays, and federal holidays.

**Rate information:** Your interest rate and Annual Percentage Yield may change.

**Accrual of interest on noncash deposits:** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Determination of Rate and Frequency of rate changes:** At our discretion, we may change the interest rate on your account at any time.

**Compounding and Crediting frequency:** Interest will be compounded monthly. Interest will be credited to your account every month on the statement date. Fees could reduce earnings on your account.

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

**Notice of Withdrawal:** We reserve the right to require seven days’ notice in writing before each withdrawal from an interest-bearing account as defined by Regulation D.

# III. Courtesy Pay<sup>SM</sup> Disclosure

## A Discretionary Overdraft Service

**Courtesy Pay:** Beacon Bank ("we," "our," "us," or "the Bank") offers Courtesy Pay service for checking accounts. If your account is eligible for Courtesy Pay we will consider authorizing and paying debit transactions that exceed your account's available balance, instead of automatically declining those transactions or returning them unpaid. Courtesy Pay is a discretionary service; the Bank is not obligated to authorize or pay any item that exceeds your available balance, and may cease authorizing and paying overdrafts at any time without prior notice of reason or cause. If you overdraw your account, you agree to immediately pay all fees, overdrafts and other amounts you owe us.

For our personal checking account customers, the standard Courtesy Pay service allows us to authorize and pay overdrafts for checks, other debit transactions made using your checking account number (e.g., ACH debit transactions), automatic bill payments and recurring debit card transactions. We will not authorize and pay overdrafts for ATM or everyday debit card transactions for your personal checking account unless you have opted in to payment of these overdrafts (see Overdraft Opt-In Form). If you do not opt in, we will decline any ATM or everyday debit card transaction that exceeds your available balance.

For our business checking account customers, Courtesy Pay automatically allows us to authorize and pay overdrafts for all transaction types.

Both personal and business checking account customers may opt out of Courtesy Pay at any time. Personal checking account customers may also revoke their consent to Courtesy Pay for ATM and everyday debit card transactions without removing overdraft services for other transaction types. Visit a Beacon Bank bank office, call **800-698-BANK (800-698-2265)**; or log in to Online Banking for more information.

**Courtesy Pay Eligibility:** Courtesy Pay is typically extended only to accounts in good standing, which requires, but is not limited to, the following account characteristics: (a) open for at least 30 days; (b) deposits totaling at least \$450.00 aggregate in the last six (6) months; (c) consistent deposit activity; and (d) not subject to any legal or administrative levy.

**Courtesy Pay Limit:** The Bank generally does not authorize or pay items that will overdraw a personal checking account's available balance by more than \$300.00 (\$500.00 for business checking accounts), except as required by applicable payment network rules. Your account may become overdrawn in excess of the Courtesy Pay limit as a result of the assessment of a Bank fee, including but not limited to those described below.

**When Fees Are Charged:** We pay items based on your available balance. Your available balance, described in more detail below, is the amount of money in your account that you can use without causing an overdraft. If you exceed your available balance, you may incur the following types of fees:

**Overdraft Fee – \$35.00\*/item, once per item:** Subject to the limitations described below, we will charge you an Overdraft Fee of \$35.00\* when we pay an item that exceeds your available balance, once per item. For example, if we authorize a debit card transaction that exceeds your available balance, and later pay that item into overdraft, you will incur an Overdraft Fee. Similarly, if we pay a check or other debit transaction that exceeds your available balance, you will incur an Overdraft Fee.

**Unavailable Funds ("UAF") Overdraft Fee – \$35.00\*/item, once per item:** Under our Funds Availability Policy, the full amount of a deposit may not be added to your available balance on the day the deposit is made. We will charge you a UAF Overdraft Fee of \$35.00\* when we pay an item that exceeds the funds available due to a hold on a deposit, once per item. See Funds Availability Policy for more information.

**NSF Return Item Fee – \$35.00/item, once per item:** For businesses only, we will charge you an NSF (Non-Sufficient Funds) Return Item Fee of \$35.00 when we return an item unpaid due to an insufficient available balance, once per item. For example, if you are not eligible for Courtesy Pay or have opted out of Courtesy Pay, and a check you have written is presented to the Bank for payment against an insufficient available balance, we may return the item and charge you an NSF Return Item Fee. NSF Return Item Fees are not charged on personal accounts.

**Limitations on Overdraft Fees:** For personal checking accounts, we will not charge more than five (5) Overdraft Fees and UAF Overdraft Fees, in total (up to \$175.00\*\*), on any one business day. In addition, any debit transaction(s) of \$24.49 or less will not be assessed a fee if it overdraws an account, or if it is paid when there is a negative available balance. You will not be charged fees for overdrafts caused by ATM withdrawals or everyday debit card transactions unless you have opted in to overdraft services for those transaction types (see Overdraft Opt-In Form). These limitations do not apply to business checking accounts.

**Continuous OD (Overdraft) Fee – \$35.00\*\*\*:** You are obligated to repay your overdrafts immediately. If your account remains overdrawn for five consecutive business days, you will be charged a one-time Continuous OD Fee on the fifth such day. Other Bank fees (including but not limited to those described above) can result in a negative balance, which can lead to the assessment of a Continuous OD Fee. The Continuous OD Fee is in addition to Overdraft, UAF Overdraft or NSF Return Item Fees that are assessed to your account for overdrafts or returned items. NSF Return Item Fees are not charged on personal accounts.

**Your Available Balance and Information about Holds:** Your available balance is the amount of money in your account that you can use without causing an overdraft. Your available balance includes all credits and debits that have posted to your account, and is reduced by any holds on your account, including authorization holds and deposit holds. Funds subject to a hold, dispute or legal process are not included in your available balance.

*Authorization Holds:* 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 Bank places a hold on your account for any authorized debit card transaction at the time we authorize it until we pay it. The amount of the hold will be the amount we have authorized, based on the request we receive from the merchant, or as permitted under applicable payment network rules. If an authorized transaction is not presented to the Bank for payment within three (3) business days after we first apply the hold, we will release the hold from your account.

Authorization holds reduce your available balance. An authorization hold can result in Overdraft Fees, UAF Overdraft Fees or NSF Return Item Fees if additional items are presented for payment that exceed the reduced available balance resulting from the hold. Here is a hypothetical example of how that can occur. Your account has an available balance of \$100.00, and you swipe your debit card at a grocery store to make a \$70.00 purchase. The Bank authorizes the payment, allowing you to make the purchase. When the Bank authorizes the payment, it immediately places a hold on your account for the \$70.00 authorization, reducing your available balance to \$30.00 (\$100.00 minus \$70.00). The grocery store does not submit the authorized amount of \$70.00 to the Bank for payment until three days after your purchase. Before it does so, a check you wrote for \$50.00 clears. Because the authorized grocery store purchase reduced your available balance to \$30.00 before the \$50.00 check cleared, the check will overdraw your account by \$20.00 even though the authorized amount of \$70.00 has not been paid to the grocery store, and you will be charged an Overdraft Fee.

The amount of an authorization hold may not equal the amount the merchant ultimately presents for payment. Certain merchants (for example, hotels and gas stations) may submit authorization requests that exceed the prices of the goods or services ultimately purchased. If an authorization hold is pending on your account, and another transaction is presented for payment that exceeds your available balance, you may be charged a fee even if you would have had a sufficient available balance to cover the item if the amount of the authorization hold was equal to the amount of your purchase.

*Deposit Holds:* Deposit holds are different from authorization holds. Please read our Funds Availability Policy for a detailed discussion of how and when we make deposited funds available to you. Our general policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit, but many exceptions apply. If you withdraw funds before they become available, you may incur a UAF Overdraft Fee.

Your available balance may change during the course of a day as debit transactions and deposits are made. The available balance disclosed to you by the Bank may not include all of your transactions, such as checks you have written that have not yet cleared or upcoming automatic payments. It is

your responsibility to keep track of your available balance as you conduct transactions in order to avoid overdrafts and fees. Your periodic account statement does not report the holds affecting your account on any given day; as a result, the daily balances reported in your statement may not reflect your available balance(s) occurring on that day. If you have questions about your statement or overdrafts you have incurred, please contact us at **800-698-BANK (800-698-2265)** or visit one of our Beacon Bank bank offices.

**Payment Order of Items:** The order in which items are processed and posted to your account may affect the total amount of Overdraft Fees, UAF Overdraft Fees or NSF Return Item Fees you may incur. Items are processed and posted to your account at the end of each business day, as follows:

- (1) First, we add to your available balance deposits or other credits that have become available to you that business day in accordance with our Funds Availability Policy.
- (2) Next, we subtract from your available balance the amount of any holds for debit transactions that have been authorized but not yet presented to the Bank for payment. See above for more information about authorization holds.
- (3) We then subtract from your available balance items presented to the Bank for payment against your account in categories by type of transaction. In general, your time-stamped items such as debit card transactions and ATM withdrawals are deducted in chronological order by category, followed by ACH transactions and checks in low-to-high order by category. Please refer to the Deposit Account Terms and Conditions for your Account for a detailed description of our payment order.

Your account statement does not necessarily report debit and credit transactions in the order that they occurred or in the order that they were posted to your account.

**Avoiding Overdrafts and Fees:** You can avoid fees for overdrafts by making sure that you always maintain an available balance sufficient to cover all of your transactions. We offer services that you can use to help you manage your account and avoid fees, such as Online/Mobile Banking, and Account Alerts. You also may apply for an Overdraft Line of Credit, or link your savings or money market account to your checking account. These alternative protection plans may be less expensive than our standard overdraft services.

Overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact one of our customer support representatives at **800-698-BANK (800-698-2265)** or visit your local Beacon Bank bank office.

\* This fee is reduced to \$5.00 for eligible Massachusetts resident customers who have an 18/65 Checking account.

\*\* Total Overdraft Fees and UAF Overdraft Fees on any one business day for eligible Massachusetts resident customers who have a 18/65 Checking account will not exceed \$25.00.

\*\*\* The Continuous OD Fee does not apply to eligible Massachusetts resident customers who have a 18/65 Checking account.

## IV. Overdraft Opt-In

### What You Need to Know About Overdrafts and Overdraft Fees

An **overdraft** occurs when your available balance is not sufficient to cover a transaction, but we pay it anyway. Your available balance is the amount of money in your account that you can use without causing an overdraft. Debit card transactions that have been authorized but not yet presented to the Bank for payment reduce your available balance, which can result in fees if additional items are presented for payment that exceed the remaining available balance. See our Courtesy Pay Disclosure for more information.

We can cover your overdrafts in two different ways:

- (1) We have **standard overdraft practices** that come with your account.
- (2) We also offer **overdraft protection plans**, such as a link to a savings account, or an overdraft line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

### What are the standard overdraft practices that come with my account?

We **do** authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments
- Recurring debit card transactions

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we **do not guarantee** that we will always authorize and pay any type of transaction.

If we do **not** authorize and pay an overdraft, your transaction will be declined.

### What fees will I be charged if Beacon Bank pays my overdraft?

Under our **standard overdraft practices**\*:

- We will charge you an Overdraft Fee of **\$35.00** each time we pay an item that exceeds your available balance, once per item.
- We will charge you a Unavailable Funds ("UAF") Overdraft Fee of **\$35.00** each time we pay an item that exceeds the funds available due to a hold on a deposit (see Funds Availability Policy), once per item.
- We will not charge more than five (5) Overdraft Fees and UAF Overdraft Fees, in total (up to \$175.00), on any one business day.
- In addition, any debit transaction of \$24.49 or less will not be assessed a fee if it overdraws an account, or if it is paid when there is a negative available balance.
- You are obligated to repay your overdrafts immediately. If your account remains overdrawn for five consecutive business days, you will be charged a Continuous OD (Overdraft) Fee of **\$35.00** on the fifth such day.
- Refer to our Courtesy Pay Disclosure and your Personal Deposit Account Terms and Conditions for more information.

What if I want Beacon Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

- Call **800-698-BANK (800-698-2265)**; or
- Send us a secure message through Online Banking; or
- Complete the form below and present it at a Beacon Bank bank office.

\* This fee is reduced to \$5.00 for eligible Massachusetts resident customers who have an 18/65 Checking account.

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I want Beacon Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Checking Account Number(s) \_\_\_\_\_

Customer Signature \_\_\_\_\_

Please allow us up to five (5) days from our receipt of this form to process your request. Your choice to opt in to overdraft services for ATM and everyday debit card transactions will go into effect once your account is eligible for Courtesy Pay (see Courtesy Pay Disclosure for more information). You may revoke your consent for these overdraft services at any time through Online Banking secure messaging, by calling us at **800-698-BANK (800-698-2265)** or by visiting any Beacon Bank bank office.



# V.Privacy Policy

Rev 02/26

FACTS	WHAT DOES BEACON 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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and credit history</li> <li>• Account transactions and overdraft history</li> <li>• Account balances and transaction history</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
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 Beacon Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Beacon 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	YES	NO
For our affiliates' everyday business purposes—information about your creditworthiness	NO	We do not share
For our affiliates to market to you	YES	YES
For nonaffiliates to market to you	NO	We do not share
To limit our sharing	<p>Call the Beacon Bank Call Center Toll-Free at 1-800-698-2265.</p> <p><b>Please note:</b></p> <p>If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>	
Questions?	Call our Beacon Bank Call Center at 1-800-698-2265.	

Who we are	
Who is providing this notice?	Beacon Bank & Trust, hereinafter referred to as Beacon Bank, a subsidiary of Beacon Financial Corporation.
What we do	
How does Beacon Bank protect my personal information?	<p>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.</p> <p>We regularly test and assess our information security measures, train employees and adopt enhancements as necessary to protect your information.</p>
How does Beacon Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• open an account or apply for a loan</li> <li>• use your debit card or provide account and contact information</li> <li>• make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies that are under common control of Beacon Financial Corporation including subsidiaries of Beacon Bank &amp; Trust. Additional companies include but are not limited to Beacon Financial 1031 Exchange Services LLC, Clarendon Private LLC, Eastern Funding, RNL &amp; Associates, and Berkshire Mortgage Servicing Company.</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Beacon Bank does not share with nonaffiliates so they can market to you.</li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners may include: mortgage companies, insurance companies, and investment advisors.</li> </ul>
Other Important Information	
We do not share transaction or experience information about customers who reside in Vermont or California except as permitted by applicable law. We also comply with Massachusetts privacy and disclosure laws as applicable.	

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**Get answers  
Find resources  
Stay informed**



***Effective February 9, 2026***

**Visit [beaconbank.com](https://beaconbank.com)**

**Call 800-698-BANK  
(800-698-2265)**