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Account Agreement and Disclosures

Effective 11.4.26

This booklet contains important information concerning your accounts Bar Harbor Bank & Trust. Please take a moment to review this booklet, as it contains details about specific terms, fees, interest rates, and conditions for personal deposit accounts and related services. Please keep it with your other important documents for future reference.

If you have any questions, please contact the staff at your local branch or call our friendly Customer Service Center at 888-853-7100. We appreciate the opportunity to serve you.

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I YOUR DEPOSIT ACCOUNT TERMS AND CONDITIONS

Important Information about Procedures for Opening a New Account - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

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

This agreement is subject to applicable federal laws, the laws of the state of the branch 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 body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

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

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

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

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Maine"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

Deposits - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we

actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received on a day we are not open for business as if initiated on the next business day. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

Withdrawals - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account. You agree that, as to any item where we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

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

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

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is charged per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than $10.

You have $120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, $80. Our processing system authorizes a temporary hold on your account in the amount of $80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only $50. Our processing system shows that you have $40 in your account available for other transactions ($120 - $80 = $40) even though you would have $70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ($120 - $50 = $70). Later, another transaction you have authorized is presented for payment from your account in the amount of $60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by $20, your account will be assessed the overdraft fee according to our overdraft fee policy. You will be charged this fee according to our policy even though you would have had enough money in

your account to cover the $60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

The Bank does not offer multiple party accounts without survivorship rights. Any sum remaining in your joint account upon your death will belong to the surviving party or parties.

In Maine, Ownership of Account and Beneficiary Designation - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.
Joint Account (Multiple-Party Account) With Survivorship (And Not as Tenants In Common) - is owned by two or more persons. Each of you intend that upon your death the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

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

In Vermont, Ownership of Account and Beneficiary Designation - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not as Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Revocable Trust or Pay-On-Death Account - If two or more of you create such an account, you own the account jointly with survivorship.

Pay-On-Death Beneficiaries: Beneficiaries cannot withdraw unless: (1) ninety (90) days have passed since the last surviving account holder died, (2) the beneficiary is then living, and (3) within the 90-day period we are not served with process by the account holder's personal representative or with an order from the probate court prohibiting payment. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship.

Revocable Trust Only: At the death of the surviving Trustee, the deposit or any part thereof, with the interest thereon, may be paid to the person for whom the deposit was made, or to their estate. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In New Hampshire, Ownership of Account and Beneficiary Designation - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not as Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Pay-on-Death Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) ninety (90) days have passed since the last surviving account holder died, (2) the beneficiary is then living, (3) within the 90 day period we are not served with process by the account holder's personal representative or with an order from probate court prohibiting payment. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Business, Organization and Association Accounts - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization

telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

Stop Payments - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. Please refer to the Electronic Funds Section for more information.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment. If a range of checks are lost or stolen you will be required to close the account and can open a new one.

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

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

Amendments And Termination - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

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

Statements - It is your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days for consumers and 30 days for businesses of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation for consumers and 30-day limitation for businesses is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days for consumers and 30 days for businesses. Failure to examine your statement and items and report any errors to us within 60 days for consumers and 30 days for businesses of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

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

Account Transfer - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

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

Setoff - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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

Authorized Signer/Agent - The authorized signer/ agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer/ agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer/ agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. We do not permit authorized signers/ agents on a safe deposit box.

The owner may terminate the authorization at any time. If the account owner becomes disabled or incapacitated the authorized signer/ agent continues to be authorized until the Bank receives notice of termination as outlined here. The authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer/ agent until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer/ agent.

Restrictive Legends or Indorsements - We are not required to honor any restrictive legend or restrictive indorsement on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than $1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

Payment Order of Items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process point-of-sale and ACH transactions first, in the amount order (low to high). We process on-us items second, in amount order (low to high). We then process on-us checks, and then inclearing checks in numerical order (by check number) on the day they are processed.

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

Facsimile Signatures - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

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

Check Cashing - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances.

Indorsements – We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

Death Or Incompetence - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

Fiduciary Accounts - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

Credit Verification - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

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

Security - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Account Numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access Devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank Checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

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

Monitoring and Recording Telephone Calls and Consent to Receive Communications - We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.
To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

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

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

Telephone Identity Verification - You authorize your wireless operator (AT&T®, Sprint®, T-Mobile®, US Cellular®, Verizon®, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider, solely to verify your identity and prevent fraud for the duration of the business relationship. See our Privacy Policy for how we treat your data.

Claim Of Loss - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

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

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

Resolving Account Disputes - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

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

ACH and Wire Transfers - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

Complaint Resolution Procedure - If you have a dispute with us regarding your deposit account, contact our consumer complaint representative or department and attempt to resolve the problem directly. If we fail to resolve the problem, communicate the problem and the resolution you are seeking to:

Division of Depositor and Consumer Protection, National Center for Consumer and Depositor Assistance,
Federal Deposit Insurance Corporation1100 Walnut St., Box #11, Kansas City, MO 64106
Telephone: 800-378-9581 or 800-925-4618 TTY or
Online at www.fdic.gov/consumers/assistance/index.html

Or

Maine Bureau of Financial Institutions
800-965-5235 or 207-624-8570
Online at www.maine.gov/pfr/financialinstitutions

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

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

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

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

Unclaimed Property -The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

UTMA Accounts - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child. The account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

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

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

exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

Lost, Destroyed, or Stolen Cashier's, or Teller's Checks - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen cashier's or teller's check. To assert the claim: (a) you must be the remitter or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check. Therefore, your claim is not enforceable until the ninetieth day after the date of the check, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you with a cashier's check. At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

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

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

Check Storage And Copies - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a list reasonable retention period. You may request copies from us in the manner we require.

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

Remotely Created Checks - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

Unlawful Internet Gambling Notice - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

Administration Of Checking Account - We have organized your checking account in a nontraditional way. Your checking account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings subaccount). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your checking account operates and the way a traditionally organized checking account operates, but this organization makes us more efficient and helps to keep costs down.

Health Savings Accounts (HSA) - For your convenience, we permit you to take distributions from your HSA by check. This feature can raise a variety of tax concerns - for example getting additional cash back on an HSA checking transaction. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate checkbook for the transaction. Also, it is your responsibility to ensure your distributions and other actions related to the HSA comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this agreement are intended to work in conjunction with the HSA Agreement provided to you at account opening. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA, Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

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

Funds Transfers - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A) as adopted in the state in which you have your deposit with us. This section will generally not apply to you if you are a consumer. Even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire.

ACH Funds Transfer - This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II FUNDS AVAILABILITY YOUR ABILITY TO WITHDRAW FUNDS
This policy statement applies to all deposit accounts.

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

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. The length of delay is counted in business days from the day of your deposit.

- If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, or for reasons outside of our control; such as an interruption of communications; or computer or other equipment failures; a suspension of payments by another bank; a war; or an emergency condition beyond the control of the bank, we will consider that the deposit was made on the next business day we are open.
- If you mail your deposit it will be considered deposited on the day we receive it.
- If you place your deposit in a branch night depository before 7:00 am, the deposit will be processed on that business day.
- Deposits made at a Bar Harbor Bank & Trust ATM after 5:00 pm will be considered transacted on the next business day.
- Deposits made via Mobile Deposit after 5:00 pm are considered transacted on the next business day.
- Transfers processed through online banking after 8:45 pm are considered transacted on the next business day.

The length of the delay in availability varies depending on the type of deposit as explained below.

Same Day Availability - Funds from the following deposits are available for the payment of checks, debit card purchases and for cash withdrawal on the same business day we receive the deposit:

- Cash deposits made to a bank teller.
- Electronic direct deposit payments, such as Social Security benefits and automatic payroll deposits.
- Funds from ACH transactions.
- Funds from wire transfers.
- ATM deposits - the first $275 will be immediately available.

Funds from the deposit of checks drawn off Foreign Banks (other than Canadian Banks) are accepted for collection with availability based on final payment from the paying Bank.

Longer Delays May Apply

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. The funds may not be available until the second business day after the day of your deposit. The first $275 of your deposits, however, will be available on the first business day after the day of your deposit.

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

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

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

Special Rules for New Accounts - If you are a new customer, the following special rules may apply during the first 30 days your account is open.

- Funds from electronic direct deposits to your account will be available on the day requested by the sender.
- Funds from deposits of cash, wire transfers, and the first $6,725 of a day's total deposits of cashier's, certified, tellers, travelers and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the seventh 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 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

Holds on Other Funds (Check Cashing) – 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.

III ELECTRONIC FUND TRANSFER: YOUR RIGHTS AND RESPONSIBILITIES

Transfer Types And Limitations

Electronic Fund Transfer Initiated By Third Parties - You may authorize a third party to initiate electronic funds 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 Clearinghouse (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 financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for the purchase or pay bills.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

You agree to maintain a balance sufficient to cover these transactions.

Posting Delays - There may be delays between the time of any transaction at a remote banking facility and the time it is shown in your account.

Prearranged Transfers

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).

Telephone Transfers - You may access your accounts using our telephone banking system 24 hours a day. Bar Harbor Bank & Trust customers please call 888-638-1950.

- Transfer funds between your checking, money market and savings accounts
- Make payments from checking or savings accounts to loan accounts with us
- Get checking and savings account information

Overdraft Fees - An overdraft occurs when you do not have enough money in your account to cover a transaction. You will be charged our paid item overdraft fee for each overdrawn item created by a traditional paper-based check, a teller withdrawal, an automatic payment (ACH) transaction, or a recurring debit card payment. We may also authorize and cover ATM transfers or withdrawals and everyday debit card purchases dependent on account type or standing. We will charge an overdraft fee for each item paid or returned when an item is drawn against insufficient funds. See the Fee Schedule for the per-item overdraft fee.

- **Personal Checking Accounts.** Courtesy Overdraft is a non-contractual courtesy that is available to individually/jointly owned accounts that are open for more than thirty (30) days and maintained in "good standing." To be considered in "good standing" (1) you must not have excessive overdrafts that suggest use of Courtesy Overdraft as a continuing line of credit; and (2) there must be no legal orders, levies, or liens against your accountCourtesy Overdraft requires no action on your part and provides you a safety net up to an automatically assigned overdraft limit. You will still be charged for each item returned. You may authorize us to pay overdrafts on your ATM card and everyday debit card transactions. For more information see "What You Need to Know about Overdrafts and Overdraft Fees."
- **Business Checking Accounts.** Businesses are automatically provided Courtesy Overdraft which serves as a safety net up to the automatically assigned overdraft limit. Overdrafts related to ATM transfers or withdrawals and everyday debit card transactions are included as part of the Courtesy Overdraft for businesses. The business will still be charged for each item returned. For more information, see "Business Courtesy Overdraft Disclosure."

Nonsufficient Funds (NSF) Fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Confidentiality

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

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission.

Documentation

- **Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.

- **Preauthorized credits**. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.
- **Periodic Statements**. You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
- **Passbook Account** - We do not send periodic statements. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.
- **Withdrawals On Passbook Accounts** -The passbook must always be presented when withdrawals are made.
- **Lost Passbooks** - Give immediate notice to the bank using the contact information provided in this disclosure.

Preauthorized Payments

- **Right To Stop Payment And Procedure For Doing So** - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. When you place your stop-payment order we will tell you what information we need to stop payment. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. A release of the stop-payment request may be made only by the person who initiated the stop-payment order. Please refer to our deposit fee schedule for the amount we will charge you for each stop-payment order you give.
- **Notice Of Varying Amounts** - If these regular payments vary in amount, the person/merchant you are going to pay will tell you, ten (10) days before each payment is scheduled to be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).
- **Liability For Failure To Stop Payment Of Preauthorized Transfer** - If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- **Financial Institution's Liability** - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
    - If, through no fault of ours, you do not have enough money in your account to make the transfer.
    - If the transfer would go over the credit limit on your overdraft line.
    - If the automated teller machine where you are making the transfer does not have enough cash.
    - If the terminal or system was not working properly and you knew about the break down when you started the transfer.
    - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
    - There may be other exceptions stated in our agreement with you.

Additional Information

Please see your cardholder agreement for additional information relating to the use of your Debit Card.

Institutions Name, Address, and Contact Information

Call and/or write us at:
Bar Harbor Bank & Trust
Customer Service Center
9 Main Street
Newport, NH 03773

If you believe your card or pin has been lost or stolen, or to report errors, call us at:
888-853-7100 during business hours
833-337-6075 after hours
614-564-5105 after hours (if calling from outside the US)

For the purpose of this agreement our business days are Monday through Friday, 8:00 am to 5:00 pm, excluding recognized state and federal holidays.

IV ACCOUNT DETAILS AND TRUTH IN SAVINGS DISCLOSURE – CONSUMER ACCOUNTS

Interest rates and annual percentage yields provided are subject to change. If you would like more current rate and yield information, please contact us at 888-853-7100 so that we can provide a current rate sheet. This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

Simple Checking

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

- Paper Statement Fee - A paper statement fee of $3.00 will be charged each monthly statement cycle if you have not signed up for e-Statements. In accordance with Maine LD 580, paper statement fees will be waived for personal banking customers whose primary address is located in Maine.
- There is no monthly service charge.
- This is a non-interest-bearing account.
- No fees at Bar Harbor Bank & Trust ATMs. $2.00 per transaction, balance inquiry, and transfer at non-Bar Harbor Bank & Trust ATMs. Other banks may charge a fee for the use of their ATM. International ATM transactions fees apply.

E-Choice Checking

- Minimum balance to open the account – You must deposit $25.00 to open this account.
- Rate Information – Your interest rate and annual percentage yield may change.
- Frequency of rate changes – We may change the interest rate on your account at any time.
- Determination of rate – At our discretion, we may change the interest rate on your account. The interest rate and annual percentage yield for your account depend upon the applicable rate tier.
- Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.
- Service Charges – A service charge of $6.00 will be imposed each monthly statement cycle if you have not signed up for e-Statements and established a recurring monthly direct deposit into the account.
- Effect of closing an account – If you close your account before interest is credited you will receive the accrued interest.
- Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Accrual of interest on noncash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- Rate Tiers:
    - Premium Interest Rate Tiers (premium interest rate applies when monthly qualifiers are met):
        Tier 1: $.01 - $10,000.00 or less
        Tier 2: $10,000.01 or higher
    - Standard Interest Rate Tiers (standard interest rate applies when monthly qualifiers are not met):
        Tier 1: All balances
- Monthly Qualifiers: To receive the higher Annual Percentage Yield you must perform the following monthly qualifiers' each monthly statement cycle:
    1. Make 12 or more purchases using your Mastercard® debit card (excludes pending and ATM transactions)
    2. Have at least one Electronic (ACH) debit or credit on the account, such as a direct deposit or automatic bill payment
    3. Log into Online Banking
    4. Choose e-Statements
- ATM Fees – No fees at Bar Harbor Bank & Trust ATMs. $2.00 per transaction, balance inquiry, and transfer at non-Bar Harbor Bank & Trust ATMs. Get up to $25 in ATM fee rebates when you complete the four steps listed in "Monthly Qualifiers" above. Other banks may charge a fee for the use of their ATM. International ATM transactions fees apply.

Relationship Rewards Checking

- Minimum balance to open the account – You must deposit $25.00 to open this account.
- Rate Information – Your interest rate and annual percentage yield may change.
- Frequency of rate changes – We may change the interest rate on your account at any time.
- Determination of rate – At our discretion, we may change the interest rate on your account. The interest rate and annual percentage yield for your account depend upon the applicable rate tier.
- Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.
- Service Charges – A service charge of $15.00 will be imposed each monthly statement cycle. This charge does not apply if you keep a combined minimum daily balance of at least $7,500 or more during your statement cycle in your personal checking, savings, and money market accounts at Bar Harbor Bank & Trust. The minimum daily balance is the lowest ending daily balance recorded during the statement period after all transactions have posted at the end of each business day, and is used to determine if you meet the requirement to waive the monthly service charge.
- Effect of closing an account – If you close your account before interest is credited you will receive the accrued interest.
- Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Accrual of interest on noncash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- Checks – The first order of checks for this account will be complimentary.
- Interest Rate Tiers:
    Tier 1 – $50,000 or more
    Tier 2 –$25,000 - $49,999.99
    Tier 3- $10,000 - $24,999.99
    Tier 4 - $0 - $9,999.99

- ATM Fees – No fees at Bar Harbor Bank & Trust ATMs and up to $25 in fee refunds for Bar Harbor Bank & Trust fees at non-Bar Harbor Bank & Trust ATMs. Other banks may charge a fee for the use of their ATM. International ATM transactions fees apply.

Platinum Checking

- Minimum balance to open the account – You must deposit $25.00 to open this account.
- Eligibility – You must be a Bar Harbor Wealth Management customer to open a Platinum Checking Account.
- Rate Information – Your interest rate and annual percentage yield may change.
- Frequency of rate changes – We may change the interest rate on your account at any time.
- Determination of rate – At our discretion, we may change the interest rate on your account. The interest rate and annual percentage yield for your account depend upon the applicable rate tier.
- Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.
- Service Charges – There is no monthly service charge.
- Effect of closing an account – If you close your account before interest is credited you will receive the accrued interest.
- Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Accrual of interest on noncash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- Checks – The first order of checks for this account will be complimentary. Additional orders of standard checks will be complementary.
- Interest Rate Tiers:
  Tier 1 – $50,000 or more
  Tier 2 – $25,000.00 - $49,999.99
  Tier 3 – $10,000.00 - $24,999.99
  Tier 4 – $0 - $9,999.99
- ATM Fees – No fees at Bar Harbor Bank & Trust ATMs and fee refunds for Bar Harbor Bank & Trust fees at non-Bar Harbor Bank & Trust ATMs. Any Bar Harbor Bank & Trust $2.00 outside-of-network ATM fees received will be refunded on your monthly statement. Other banks may charge a fee for the use of their ATM. International ATM transaction fees apply.

Health Savings

- Minimum balance to open the account – You must deposit $25.00 to open this account.
- Rate Information – Your interest rate and annual percentage yield may change.
- Frequency of rate changes – We may change the interest rate on your account at any time.
- Determination of rate – At our discretion, we may change the interest rate on your account. The interest rate and annual percentage yield for your account depend upon the applicable rate tier.
- Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.
- Service Charges – There is no monthly service charge.
- Effect of closing an account – If you close your account before interest is credited you will receive the accrued interest.
- Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Accrual of interest on noncash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- Interest Rate Tiers:
  Tier 1 – $25,000 or more
  Tier 2 –$10,000 - 24,999.99
  Tier 3- $0 - $9,999.99

Statement Savings

- Minimum balance to open the account – You must deposit $25.00 to open this account.
- Rate Information – Your interest rate and annual percentage yield may change.
- Frequency of rate changes – We may change the interest rate on your account at any time.
- Determination of rate – At our discretion, we may change the interest rate on your account.
- Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.
- Service Charges – A service charge of $3.00 will be imposed each monthly statement cycle if the minimum daily balance for the monthly statement cycle falls below $100.00. The minimum daily balance is the lowest ending daily balance recorded during the statement period after all transactions have posted at the end of each business day, and is used to determine if you meet the requirement to waive the monthly service charge. Service charge is waived if the primary account holder is a minor or a student under the age of 22. Service charge may also be waived regardless of the balance if your savings account statement is combined with your checking account statement.
- Effect of closing an account – If you close your account before interest is credited you will receive the accrued interest.

- Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Accrual of interest on noncash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- Interest Rate Tiers:
  Tier 1 – $50,000.00 or more
  Tier 2 –$25,000.00 - $49,999.99
  Tier 3 - $10,000 - $24,999.99
  Tier 4 - $0 - $9,999.99

Savings Transfer Club

- There is no minimum balance to open the account.
- Rate Information – Your interest rate and annual percentage yield may change.
- Frequency of rate changes – We may change the interest rate on your account at any time.
- Determination of rate – At our discretion, we may change the interest rate on your account.
- Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.
- Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Effect of closing an account – If you close your account before interest is credited you will receive the accrued interest.
- Accrual of interest on noncash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- We do not offer distribution payments by check.
- Distributions to your account will occur mid-October annually. Your account will continue to begin saving for the following year without interruption. You may make changes to your account elections or update your account information at any time.

Money Market

- Minimum balance to open the account – You must deposit $25.00 to open this account.
- Rate Information – Your interest rate and annual percentage yield may change.
- Frequency of rate changes – We may change the interest rate on your account at any time.
- Determination of rate – At our discretion, we may change the interest rate on your account.
- Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.
- Service Charges – A service charge of $10.00 will be imposed each monthly statement cycle if the minimum daily balance falls below $1,000.00. The minimum daily balance is the lowest ending daily balance recorded during the statement period after all transactions have posted at the end of each business day, and is used to determine if you meet the requirement to waive the monthly service charge. Service charge is waived if the primary account holder is under the age of 22. Service charge may also be waived regardless of the balance if your savings account statement is combined with your checking account statement.
- Effect of closing an account – If you close your account before interest is credited you will receive the accrued interest.
- Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Accrual of interest on noncash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- Interest Rate Tiers:
  Tier 1 - $250,000.00 or more
  Tier 2 – $100,000 - $249,999.99
  Tier 3 – $50,000 - $99,999.99
  Tier 4 – $25,000 - $49,999.99
  Tier 5 –$10,000.00 - $24,999.99
  Tier 6 - $0 to $9,999.99

Relationship Rewards Money Market

- Minimum balance to open the account – You must deposit $25.00 to open this account.
- Rate Information – Your interest rate and annual percentage yield may change.
- Frequency of rate changes – We may change the interest rate on your account at any time.
- Determination of rate – At our discretion, we may change the interest rate on your account.
- Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.
- Service Charges – No Monthly Service charge. This account is only available to Relationship Rewards Checking account customers.
- Effect of closing an account – If you close your account before interest is credited you will receive the accrued interest.

- Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Accrual of interest on noncash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- Interest Rate Tiers:
  Tier 1 - $250,000.00 or more
  Tier 2 – $100,000.00 - $249,999.99
  Tier 3 – $50,000.00 - $99.999.99
  Tier 4 – $25,000.00 - $49,999.99
  Tier 5 – $10,000.00 - $24,999.99
  Tier 6 - $0 - $9,999.99

Retirement Money Market (Grandfathered Product Only)

- Minimum balance to open the account – You must deposit $25.00 to open this account.
- Rate Information – Your interest rate and annual percentage yield may change.
- Frequency of rate changes – We may change the interest rate on your account at any time.
- Determination of rate – At our discretion, we may change the interest rate on your account.
- Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.
- There is no monthly service charge.
- Effect of closing an account – If you close your account before interest is credited you will receive the accrued interest.
- Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Accrual of interest on noncash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- Interest Rate Tiers:
  Tier 1 - $250,000.00 or more
  Tier 2 – $100,000.00 - $249,999.99
  Tier 3 – $50,000.00 - $99.999.99
  Tier 4 – $25,000.00 - $49,999.99
  Tier 5 – $10,000.00 - $24,999.99
  Tier 6 - $0 - $9,999.99

V IMPORTANT ACCOUNT DETAILS – BUSINESS ACCOUNTS

Interest rates and annual percentage yields provided are subject to change. If you would like more current rate and yield information, please contact us at 888-853-7100 so that we can provide a current rate sheet. This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

Easy Business Checking

- Minimum balance to open the account - $100.00
- Paper Statement fee - $3.00
- No monthly service charge
- Free Item Limit (debit or credit) 150
- Fee per item limit (debit or credit) after free limit - $0.35
- This is a non-interest bearing account

Relationship Business Checking

- Minimum balance to open the account - $100.00
- Monthly service charge - $10.00. Service charge waived if minimum daily balance of $5,000 or $25,000 outstanding commercial loan balance is maintained.
- Free Item Limit (debit or credit) 500
- Fee per item limit (debit or credit) $0.35
- This is a non-interest bearing account
- Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Business Interest Checking

- Minimum balance to open the account - $100.00
- Monthly service charge - $10.00. Service charge waived if minimum daily balance of $15,000 is maintained
- Free Item Limit (debit or credit) 300
- Fee per item limit (debit or credit) $0.25
- Interest Rate Tiers:
  - Tier 1 – $100,000.00 or more

    - Tier 2 – $50,000.00 - $99,999.99
    - Tier 3 – $25,000.00 - $49,999.99
    - Tier 4 – $10,000.00 - $24,999.99
    - Tier 5 – $0 - $9,999.99
- Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Commercial Checking
- Minimum balance to open the account - $100.00
- Monthly service charge - $20.00. Earnings credits may offset monthly service charge and fees
- Fee per item limit
    - $0.55 per deposit
    - $0.25 per debit paid
    - $0.14 per deposited item
- This is a non-interest bearing account

Non-Profit Checking
- Minimum balance to open the account - $100.00
- No monthly service charge
- This is a non-interest bearing account

Non-Personal Money Market
- Minimum balance to open the account - $100.00
- Monthly service charge - $10.00. Service charge waived if minimum daily balance of $1,000 is maintained
- Interest Rate Tiers:
    - Tier 1 - $250,000.00 or more
    - Tier 2 – $100,000.00 - $249,999.99
    - Tier 3 – $50,000.00 - $99.999.99
    - Tier 4 – $25,000.00 - $49,999.99
    - Tier 5 – $10,000.00 - $24,999.99
    - Tier 6 - $0 - $9,999.99
- Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Non-Personal Statement Savings
- Minimum balance to open the account - $100.00
- Monthly service charge - $3.00. Service charge waived if minimum daily balance of $100.00 is maintained
- Interest Rate Tiers:
    - Tier 1 – $50,000.00 or more
    - Tier 2 –$25,000.00 - $49,999.99
    - Tier 3 - $10,000 - $24,999.99
    - Tier 4 - $0 - $9,999.99
- Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

VI CONSUMER DEBIT & ATM CARD AGREEMENT

Introduction - This Consumer Debit & ATM Card Agreement contains contract terms and other important information relating to your Debit Card. These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your deposit account agreement as well as the term of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

Applicable Law - This Agreement will be governed by the laws of the State where you opened your account, as well as federal laws and regulations. Normal banking customs and practices also apply.

Definitions - Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words "we," "our," and "us" refer to Bar Harbor Bank & Trust, which issues the Card. The words "you" and "your" refer to the owner of the specific account for which Card transactions are permitted. The term "Designated Account(s)" means those checking and/or savings account(s) that you indicated on the Card Application should be accessible for the Card Transactions indicated in this Agreement. The term "Primary Account" means the checking account that you have indicated on the Card Application should be debited for POS Transactions.

Personal Identification Number (PIN) - When you receive your card there will be an activation sticker that includes the number for the Interactive Voice Response Unit (IVR) 1-800-992-3808. When calling the IVR you will be prompted to validate your identity and

will then choose a PIN. You are responsible for maintaining the confidentiality of the PIN. The PIN should be memorized and not written in order to prevent unauthorized use. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and we suffer a loss, we may terminate your access to card services immediately. We employ security systems that may limit the use of your card in circumstances where possible fraud or other problems are detected.

Consumer Debit Card Requests - By requesting a card be issued to you and/or others authorized by your account agreement, you hereby agree to the rules and regulations affecting the issuance of the Bar Harbor Bank & Trust Debit Card that is provided for your convenience to enable access to funds available in your accounts.

Joint Accounts - Each party to a joint checking or savings account may request a Debit Card. If any of your accounts accessed under this agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this agreement and, alone and together, shall be responsible for all EFT transactions to or from any checking, savings, or loan accounts, or other account designated or as provided in this agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and we may accept orders and instructions regarding the EFT transaction on any account from any joint account owner.

We Own the Card; Cancellation - Each Card that we issue to you remains our property and we may require immediate surrender of it at any time. We may cancel the Card at any time without notice or cause. Any cancellation or termination shall not affect any of your existing liability to us. You may terminate this Agreement by written notice to us. If you terminate this Agreement, you must immediately return to us all Cards that we have issued to you. The Card is not transferable. For your protection, machines are programmed to retain Cards in certain circumstances.

Amendment - You agree that the terms and conditions of this Agreement, including the dollar limitations on use of a card, may be amended by us at any time. We will notify you of amendments as required by applicable law. We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your card after receipt of notice of an amendment constitutes your acceptance of the change.

Card Transaction Types - You understand that the Card can be used to make the following Transactions (each, unless otherwise specified, a "Transaction"):

- ATM Transactions: The Card may be used to (a) withdraw funds from, (b) make deposits (at one of our ATMs) to, (c) transfer funds between, or (d) check balances of your Designated Account(s) at ATM's in participating networks.
- POS Transactions: The Card may be used to purchase goods or services from a third party merchant that accepts Mastercard® debit cards ("POS Transaction"). You may also get "cash back" from participating third party merchants. All such POS Transactions will debit the Primary Account indicated on your Card Application.
- Preauthorized Payments: You may arrange to have preauthorized payments made from your Designated Accounts to a third party.
- Person to Person and Money Transfer Transactions: The card may be used to complete electronic money transfers from one person to another through an intermediary such as a person to person (P2P) payment application.

Dollar and Frequency Limits - You agree that each card has the following daily Transaction limits:

Transaction Type	**Daily Limits**
ATM, POS, and Preauthorized Transactions	
ATM Withdrawal	Account Available Balance or $505, whichever is less. 10 ATM transactions per 24-hour period.
POS Transaction and Preauthorized Transaction	Account Available Balance or $2,500, whichever is less. 20 POS transactions per 24-hour period.
Combined ATM and POS Transaction Limits	Account Available Balance or $3,005, whichever is less. 25 transactions per 24-hour period.
Person to Person/Money Transfer Transactions	
Amount per Transaction	$2,500
Daily Limits	Account Available Balance or $2,500, whichever is less. 3 transactions per day.
Weekly Limits	Account Available Balance or $12,500, whichever is less. 15 transactions per week.

Advisory Against Illegal Use - You agree the Card will not be used for illegal gambling or any other illegal purpose. Display of the Mastercard or other payment card logo by an online merchant does not necessarily mean that Transactions are lawful in all jurisdictions in which the Cardholder may be located.

Documentation of Transactions - You can receive a copy of ATM and POS Transaction receipts at the time the Transaction is originated. You will also receive, on a monthly basis, a statement including the Transactions made on your Designated Accounts.

Retain Copies for Your Records - You should retain copies of all records including receipts and credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Stop Payment - You do not have the right to place a stop payment on any ATM or POS Transaction resulting from the use of your Card; therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

Cardholders are provided a right to stop payment on any of a series of pre-authorized (recurring) transfers from the consumer's account. This right applies until the third business day before the settlement date of the transfer.

Use of Your Card Outside of the United States - We monitor your accounts for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary. If you are planning on using your Card in a foreign country, please let us know in advance. Otherwise, it is possible that your Card Transaction initiated in a foreign country may be delayed or declined.

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

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

Charge for ATM Transactions made at Non-Bar Harbor Bank & Trust ATMs - We will assess you an Automated Teller Machine (ATM) fee each time you conduct an ATM Transaction (including withdrawals, transfers, and balance inquiries) at non-Bar Harbor Bank & Trust ATM's. Please refer to our Fee Schedule for the current amount of this fee. The owner or operator of such an ATM may also assess you a fee for use of the ATM (including withdrawals, transfers, and balance inquiries).

Currency Conversion - If you effect a Transaction with your Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount using procedures established by Mastercard, based on the exchange rate in effect at the time the Transaction is processed. The exchange rate is a rate selected by Mastercard from the range of rates available in wholesale current markets for the applicable Central Processing Date (which rate may vary from the rate Mastercard itself receives) or the government-mandated rate in effect for the applicable Central Processing Date. The rates in effect on the Central Processing Date may vary from the rate in effect on the date of your Transaction or the date on which it posts to your Designated Account.

Foreign Transaction Fee - We may assess you a Foreign Transaction fee for each Transaction made outside of the United States. The amount of this fee will be an amount less than or equal to 2.00% of the amount of your Transaction in US Dollars.

Other Fees - Please refer to our Fee Schedule for additional information on fees.

Overdrafts - An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways. We offer overdraft protection plans, such as a link to another deposit account, or a line of credit, which may be less expensive than Courtesy Overdraft. Courtesy Overdraft is explained below.

Courtesy Overdraft
Courtesy Overdraft is a non-contractual courtesy that is available to individually/jointly owned accounts that are open for more than thirty (30) days. Your Courtesy Overdraft limit may be available for checks and other transactions made using your checking account number or automatic bill payment and recurring debit card payment. Also, at your request, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit.

As long as you maintain your account in “good standing,” we may approve your overdraft items within your current available Courtesy Overdraft limit as a non-contractual courtesy.

For Courtesy Overdraft consideration, your account is in “good standing” if you (1) deposit enough money to bring your account to a positive end-of-day balance at least every 30 calendar days (including the payment of all bank fees and charges), (2) avoid excessive overdrafts, suggesting the use of Courtesy Overdraft as a continuing line of credit, and (3) there are no legal orders, levies, or liens against your account.

What are the Courtesy Overdraft plans that come with my account? If you opt-in by signing a Courtesy Overdraft Authorization and Acknowledgement form the following transactions types may be authorized by the Bank to pay overdrafts:

- Checks and other transactions made using your checking account number
- Automatic bill payments
- Electronic transactions originating from your use of Debit Card

We will not authorize and pay overdrafts for the following types of transactions unless you ask us to do so by signing a Courtesy Overdraft Authorization and Acknowledgement form with us:

- 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 transactions. If we do not authorize to pay an overdraft, your transaction will be declined.

Error Resolution Notice - In case of errors or questions about your electronic transfers, contact Debit Card Dispute services at the numbers listed at the bottom of this agreement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) calendar days after we sent you the FIRST statement on which the problem or error appeared or, if the only transfer possible is a direct deposit to your account, no later than sixty (60) calendar days after the problem or error was FIRST reflected in your statement.

- Tell us your name and account number
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error
- If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (and twenty (20) business days if the transfer involved a new account) 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 (ninety (90) calendar days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question.

If we decide to do this, we will provisionally credit your account within ten (10) business days (twenty (20) business days if the transfer involved a new account) for the amount you think is in error so you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. Your account is considered a new account for the first thirty (30) calendar days after the first deposit is made.

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

Point of Sale (POS) Services - If your card is a Mastercard debit card, you can use your card and signature to pay for purchases from merchants displaying the Mastercard symbol. Your rights relating to refunds and returned merchandise are the same as when you pay with cash or check. You must resolve issues of this type directly with the merchant. It is the merchant's own policy on refunds and returns that governs these transactions.

Our Liability for Failing to Complete a Transfer - We will not be liable if:

- You do not have enough money in your account to make the transfer
- You have an overdraft line and the transfer would cause you to exceed your credit limit
- An ATM does not have sufficient cash
- A terminal or system is not working properly and you knew about the breakdown when you started the transfer
- Circumstances beyond our control (such as fire or flood) prevent the transfer
- A merchant refuses to accept your Card
- An ATM rejects your Card
- If the funds are subject to legal process or other encumbrance restricting such transfer.

There may be other limitations on our liability.

Consequential Damages - We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

Disclaimer of Liability - We expressly disclaim all warranties that the ATM's in participating networks shall function properly or be available for use.

Consumer Liability for Unauthorized Card Transactions - Tell us AT ONCE if you believe your Card or PIN has been LOST or STOLEN, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within TWO (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than FIFTY DOLLARS ($50) if someone uses your Card at an ATM without your permission. If you tell us within two (2) business days, you can lose no more than ZERO DOLLARS ($0) if someone uses your card for a Mastercard® purchase without your permission.

If you do not tell us within TWO (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your card at an ATM without your permission if you had told US, you could lose as much as FIVE HUNDRED DOLLARS ($500). If you do NOT tell us within TWO (2) business days after you learn of the loss or theft of your card or PIN, and we can prove that we could have stopped someone from using your Card for a Mastercard purchase without your permission if you had told us, you could lose as much as FIFTY DOLLARS ($50).

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

Additional Limits on Liability - Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Mastercard or Plus networks, or to transactions using your Personal Identification Number which are not processed by Mastercard.

Evidence - If we go to court for any reason, we can use a copy, microfilm, or microfiche of any document to prove what you owe or that a transaction has taken place, and the copy or digital reproduction will have the same validity as the original.

Bar Harbor CashBack Rewards – Cash rewards are applicable to e-Choice Checking, Preferred Checking, and Rewards Checking. You'll earn $0.05 back on purchases of any amount including PIN and signature transactions. Purchases must be from a third party merchant that accepts debit cards. Your rewards will be credited on your monthly statement, for example, if you use your debit card 30 times to make purchases during the month you will receive a $1.50 credit on your monthly statement. We may change any term of the Bar Harbor CashBack Rewards program. We will give you reasonable notice in writing or by any other method permitted by law.

If you believe your card or PIN has been lost or stolen:
Call and/or write us at:
Bar Harbor Bank & Trust
Customer Service Center
9 Main Street
Newport, NH 03773

Call Us at:
888-853-7100 during business hours
833-337-6075 after hours
614-564-5105 after hours (if calling from outside the US)

For the purpose of this agreement our business days are Monday through Friday, 8:00 am to 5:00 pm, excluding recognized state and federal holidays.

Disputes - To dispute any unauthorized card-initiated transaction, please contact us at 888-853-7100, or mail your correspondence to:
Bar Harbor Bank & Trust
Risk Management Department
201 Main St
Bangor, ME 04401

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VII BUSINESS DEBIT CARD AGREEMENT

Introduction - This Business Debit Card Agreement ("Agreement") contains contract terms and other important information relating to your Business Debit Card ("Card"). This Agreement also incorporates any other terms and conditions provided separately with your deposit account agreement, as well as the terms of any disclosures provided to you when you opened your deposit account or received your Card. You should read this Agreement carefully and keep a copy for your records.

Applicable Law - This Agreement will be governed by the laws of the State where your account was opened as well as federal laws and regulations. Normal banking customs and practices also apply.

Definitions - Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words "we", "our", and "us" refer to Bar Harbor Bank & Trust, the issuer of the Card. The words "you" and "your" refer to the person(s), Corporation, Partnership, Limited Liability Company,

unincorporated business association, nonprofit organization or sole proprietorship that owns or maintains the specific business checking and/or savings accounts(s) that may be accessed by a Card for the types of Transactions discussed in this Agreement. The word "Cardholder" refers to any person authorized by you on the Card Application to use the Card. The term "Designated Account(s)" means those business checking and/or savings account(s) that you have indicated on the Card Application should be accessible for the Transactions indicated in this Agreement. The term "Primary Account" means the business checking account listed as Primary Checking Account (POS) on the Card Application. This will be the account that is debited for POS Transactions initiated by the Cardholder.

Personal Identification Number (PIN) - When you receive your card there will be an activation sticker that includes the number for the Interactive Voice Response Unit (IVR) 1-800-992-3808. When calling the IVR you will be prompted to validate your identity and will then choose a PIN. You are responsible for maintaining the confidentiality of the PIN. The PIN should be memorized and not written in order to prevent unauthorized use. You understand that anyone you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and we suffer a loss, we may terminate your Electronic Fund Transfer (EFT) services immediately. We employ security systems that may limit the use of your card in circumstances where possible fraud or other problems are detected.

We Own the Card: Cancellation - Each Card that we issue to you remains our property and we may require immediate surrender of it at any time. We may cancel the Card at any time without notice or cause. Any cancellation or termination shall not affect any of your existing liability to us. You may terminate this Agreement by written notice to us. If you terminate this Agreement you must immediately return to us all Cards that we have issued to you. This card is not transferrable. For your protection, machines are programmed to retain Cards in certain circumstances.

Card Transaction Types - You understand that the Card can be used to make the following Transactions (each, unless otherwise specified, a "Transaction"):

- ATM Transactions: The Card may be used to (a) withdraw funds from, (b) make deposits (at one of our ATMs) to, (c) transfer funds between, or (d) check balances of your Designated Account(s) at ATM's in participating networks.
- POS Transactions: The Card may be used to purchase goods or services from a third party merchant that accepts Mastercard® debit cards ("POS Transaction"). You may also get "cash back" from participating third party merchants. All such POS Transactions will debit the Primary Account indicated on your Card Application.
- Preauthorized Payments: You may arrange to have preauthorized payments made from your Designated Accounts to a third party.
- Person to Person and Money Transfer Transactions: The card may be used to complete electronic money transfers from one person to another through an intermediary such as a person to person (P2P) payment application.

Dollar and Frequency Limits - You agree that each card has the following daily Transaction limits:

Transaction Type	**Daily Limits**
ATM, POS, and Preauthorized Transactions	
ATM Withdrawal	Account Available Balance or $505, whichever is less. 10 ATM transactions per 24-hour period.
POS Transaction and Preauthorized Transaction	Account Available Balance or $2,500, whichever is less. 20 POS transactions per 24-hour period.
Combined ATM and POS Transaction Limits	Account Available Balance or $3,005, whichever is less. 25 transactions per 24-hour period.
Person to Person/Money Transfer Transactions	
Amount per Transaction	$2,500
Daily Limits	Account Available Balance or $2,500, whichever is less. 3 transactions per day.
Weekly Limits	Account Available Balance or $12,500, whichever is less. 15 transactions per week.

Business Use Only - You agree the Card will not be used for any personal, family or household purposes. You are responsible for ensuring that no Cardholder uses it for such purposes. You acknowledge and understand that the Card shall not be treated as a consumer access device under the provisions of state and federal law. We assume all Transactions made with the Card are for business purposes, and you understand that we have no responsibility to (and will not) monitor Card Transactions to determine their purpose.

Security Procedures - The Card allows Cardholders to directly access your Designated Accounts. We will issue Cards and PINs to you at your request. Each Card we issue to you will identify your business name as well as the name of a Cardholder. You are responsible for providing the Card and a copy of this Agreement to each Cardholder for whom you have requested a Card. You agree that you and each of your Cardholders will comply with the following security procedures regarding the use of the Card (the "Security Procedures"):

- Sign the card: Each Cardholder must sign the Card bearing his/her name before it may be used.
- ATM Transactions: Cardholders must use the Card and PIN together to make withdrawals, transfer, or balance inquiries at ATMs in participating networks. In addition to withdrawals or balance inquiries, Cardholders may also use the Card and PIN

to make deposits to your Designated Accounts at one of our ATMs.
- POS Transactions: Cardholders must use the Card together with either (a) PIN, (b) the Cardholder's signature or (c) the security code found on the reverse of the card (for purchases made over the telephone or internet) to purchase goods or services (and to receive cash back from participating merchants) from a third party merchant that accepts Mastercard debit cards.

You acknowledge and agree that the use of the Card along with the PIN, the security code that appears on the reverse of the Card (for purchases made over the telephone or internet), and/or a Cardholder's signature provide you with a commercially reasonable degree of protection against the unauthorized use of the Card. In light of your needs and circumstances, you further agree to require each Cardholder to use the Security Procedures to transact all activity with the Card. You agree that any election you or the Cardholder may make to waive or change the Security Procedures are at risk and that any loss resulting in whole or in part from such change or waiver will be allocated to you. You further acknowledge and agree that the Security Procedures are not intended to detect any errors relating to or arising out of a Card Transaction. You also represent that each Card number, PIN and security code on the reverse of the Card shall be afforded the highest level of security by you and shall be known only to those persons who are on a "need to know" basis. We assume no duty to discover any breach of security, unauthorized discloser of Card numbers and/or PINs, or unauthorized use of Cards and/or PINs.

Additional Security Measures - In addition to the Security Procedures discussed above, you also agree to adhere to the following rules to ensure the Card is used in a safe and sound manner.
- Written Instructions: You agree to provide written instructions to all Cardholders about the importance of protecting the Card, PIN and security code.
- Review of Terminal Receipts and Deposit Account Statements: You and/or Cardholders will examine ATM and/or POS Transaction receipts and deposit account periodic statements in a timely manner. If you have any questions or concerns with a receipt or statement you should contact us at the address/phone number listed at the end of this Agreement for reporting unauthorized Transactions. You must do so within the time frames described in the "Error Resolution" section of this Agreement.
- No Transfer: Once a Card has been issued it cannot be transferred to another person. You agree to immediately (a) notify us when you terminate Cardholder's rights to use the Card and (b) return the terminated Cardholder's Card to us.
- Dollar and Frequency Limits: You may request lower daily limits for one or more of your Cardholders by contacting one of our branch locations.

Advisory Against Illegal Use - You agree the Card will not be used for illegal gambling or any other illegal purpose. Display of the Mastercard or other payment card logo by an online merchant does not necessarily mean that Transactions are lawful in all jurisdictions in which the Cardholder may be located.

Documentation of Transactions - You can receive a copy of an ATM or POS Transaction receipt at the time the Transaction is originated. You will also receive, on a monthly basis, a statement including the Transactions made on your Designated Accounts.

Retain Copies for Your Records - You should retain copies of all records including receipts and credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Stop Payment - You do not have the right to place a stop payment on any ATM or POS Transaction resulting from the use of your Card; therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

Cardholders are provided a right to stop payment on any of a series of pre-authorized (recurring) transfers from the account. This right applies until the third business day before the settlement date of the transfer.

Use of Your Card Outside of the United States - We monitor your accounts for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary. If you are planning on using your Card in a foreign country, please let us know in advance. Otherwise, it is possible that your Card Transaction initiated in a foreign country may be delayed or declined.

Account Information Disclosure - We will disclose information to third parties about your account or the transfers you make:
- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

Charge for ATM Transactions made at Non-Bar Harbor Bank & Trust ATMs - We will assess you an Automated Teller Machine (ATM) fee each time you conduct an ATM Transaction (including withdrawals, transfers, and balance inquiries) at non-Bar Harbor Bank & Trust ATM's. Please refer to our Fee schedule for the current amount of this fee. The owner or operator of such an ATM may also assess you a fee for use of the ATM (including withdrawals, transfers, and balance inquiries).

Currency Conversion - If you effect a Transaction with your Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount using procedures established by Mastercard, based on the exchange rate in effect at the time the Transaction is processed. The exchange rate is a rate selected by Mastercard from the range of rates available in wholesale current markets for the applicable Central Processing Date (which rate may vary from the rate Mastercard itself receives) or the government-mandated rate in effect for the applicable Central Processing Date. The rates in effect on the Central Processing Date may vary from the rate in effect on the date of your Transaction or the date on which it posts to your Designated Account.

Foreign Transaction Fee - We may assess you a Foreign Transaction fee for each Transaction made outside of the United States. The amount of this fee will be an amount less than or equal to 2.00% of the amount of your Transaction in US Dollars.

Other Fees - Please refer to our Fee Schedule for additional information on fees.

Error Resolution - You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statements and report to us will depend on the circumstances, but will not, in any circumstances, exceed a total of 60 calendar days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 calendar days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us within 10 business days from when the statement was first mailed or made available to you, that we will not be required to pay interest on any refund to which you may be entitled. Call or write us immediately with errors or questions about your ATM and POS Transactions at the telephone number or address listed at the end of this Agreement. If you tell us orally, we may require you to provide your complaint or question in writing within 10 business days. If you provide us with notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances. You may ask for copies of the documents that we used in our investigation. Even if you notify us of errors or problems, you will still be liable for unauthorized Transactions, as specifically described in this Agreement. We will only credit your account for errors or problems that were directly caused by our failure to process your Transactions in accordance with the Security Procedures, or transactions where our investigation results in a merchant credit.

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

Our Liability For Failing To Complete A Transfer - You understand and agree that we will have no liability to you or to any of your Cardholders for our failure (for any reason) to complete a Transaction that you or your Card holder(s) initiate using the Card.

Consequential Damages - We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

Additional Risk Associated with Use of Card - You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your card. This means your liability for the unauthorized use of your card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business debit cards as described in this Agreement.

Your Liability for Unauthorized Transactions - Unless the Mastercard Zero Liability Policy applies (as discussed later). You are liable for ALL Card Transactions, including those you did not authorize, so long as we processed the Transaction in accordance with the Security Procedures discussed above.

Protections for Certain POS Transactions - Under Mastercard's Zero Liability Policy - you may not be liable for the unauthorized use of your Card that results in a fraudulent POS Transaction made over the Mastercard Network. To take advantage of the zero liability policy you must notify us within 60 calendar days of the first statement containing the allegedly unauthorized POS transactions. We will extend provisional credit to you for any such unauthorized charges or debits within ten (10) business days of your notification of unauthorized use. The Mastercard Zero Liability Policy does not apply to: (a) ATM Transactions, (b) POS Transactions made using a PIN that are not processed over the Mastercard Network, (c) POS Transactions that are directly or indirectly caused by your or your Cardholder's gross negligence (which may include not providing us notice in a timely manner) or fraud and (d) POS Transactions made by a Cardholder that are in excess of his/her authority.

Your Liability for Unauthorized Transactions that Access Your Overdraft Line of Credit - If an unauthorized Transaction accesses your Commercial Overdraft Line with us, please refer to your Overdraft Line of Credit Agreement to determine the extent of

your liability.

Reporting Unauthorized Transactions or Theft or Loss of Card or PIN -
Tell us AT ONCE if you believe your Card and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Designated Account(s) (plus your available overdraft line of credit). If your card and/or PIN is lost, stolen or used without your permission, you agree to notify us immediately, and to promptly confirm such notice in writing. Your liability for Transactions with your Card and/or PIN will continue 2 business days after the day we receive such written notice.

If you do not notify us within 60 calendar days from when the periodic statement containing an unauthorized Transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

If you believe your card or PIN has been lost or stolen:
Call and/or write us at:
Bar Harbor Bank & Trust
Customer Service Center
9 Main Street
Newport, NH 03773

Call Us at:
888-853-7100 during business hours
833-337-6075 after hours
614-564-5105 after hours (if calling from outside the US)

For the purpose of this agreement our business days are Monday through Friday, 8:00 am to 5:00 pm, excluding recognized state and federal holidays.

Disputes - To dispute any unauthorized card-initiated transaction, please contact us at 888-853-7100, or mail your correspondence to:
Bar Harbor Bank & Trust
Risk Management Department
201 Main St
Bangor, ME 04401

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VIII CONSUMER COURTESY OVERDRAFT

Understanding Overdrafts
Overdrafts may occur when items presented for payment from your account exceed your available balance. These items include checks, debit card purchases, ATM withdrawals or electronic payments. Overdrafts can happen for a number of reasons. Anything from an unexpected emergency to a balancing error can cause you to draw on funds that are not available in your account.

We provide solutions that help you avoid overdrafts as well as tools that may allow an item to be paid even if it would overdraw your account. These tools provide you with ways to prevent an overdraft from occurring, to protect your account from incurring overdraft fees and to pay overdraft transactions if the need arises. It is important to learn about all the options available and determine which ones you need in order to successfully manage your account.

Ways to Prevent Overdrafts		
You can take steps to try to avoid overdrafts. Although most of our accounts do not have a minimum account balance requirement, we recommend that you keep a cushion in your checking account to protect against overdrafts and overdraft fees. Using the tools below will help you stay on top of your account balance and avoid costly overdrafts.		
Your Monthly Statement	Mobile & Online Banking	Balance Alerts
Each month, we send you a statement outlining all the transactions that were posted to your checking account during the prior month. Reviewing this statement is the first step toward keeping track of what has cleared your account and what is still outstanding.	Access your account anytime from anywhere you have an internet connection. Check your account activity as needed to be aware of how much you can spend or withdraw. Remember to subtract from your available balance any pending transactions that are not yet listed.	Use online or mobile banking to set up automated alerts that will notify you whenever your selected criteria are met. For example, you can set up an alert that will email or text you when your account drops below a specified balance.

Personal Courtesy Overdraft Programs

Overdraft Coverage Options		
Although it is best to avoid overdrawing your account, we recognize that sometimes you would prefer to have your checks and other payments paid rather than returned. If the transaction meets certain criteria, which we will explain below, we may pay it anyway. We offer the following options to assist with an overdraft.		
Courtesy Overdraft	**Courtesy Overdraft Plus**	**No Overdraft Coverage**
Selecting this option means Bar Harbor Bank & Trust may 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 payments This option does not authorize and pay overdrafts for the following types of transactions unless you ask us to: • ATM Transactions • One-time Debit Card Purchases	Selecting this option means Bar Harbor Bank & Trust may authorize and pay any transaction and overdraw your account, INCLUDING: • Checks and other transactions made using your checking account number • Automatic bill payments • Recurring Debit Card payments • ATM transactions • One-time Debit Card purchases	Selecting this option means Bar Harbor will generally return items that over draw your account and charge you an overdraft fee for each returned item, up to five (5) per business day.
It's important to understand that regardless of which option you choose: • We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction when you do not have sufficient available funds. If we do not authorize and pay an overdraft, your transaction will be declined. • If we choose not to pay a transaction, we will charge you a fee for each item returned unpaid, up to five (5) per business day, due to insufficient or unavailable funds in your account. See below for more information on fees. • Should we pay your overdrafts, this liability including any overdraft fee is to be paid immediately upon notice and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. *Overdraft Coverage selections need to be validated and agreed to by completing and signing the Courtesy Overdraft Authorization and Acknowledgement form..*		

Fees
Should we pay your overdrafts, you agree that we can charge you a fee for each paid item, up to five (5) per business day, when you do not have sufficient funds. If Bar Harbor Bank & Trust pays your overdrafts, we will charge you the following fees: • We will charge you a fee of $34.00 each time we pay an overdraft. • There is a limit on the total fees we will charge you for overdrawing your account. We will not charge for more than 5 transactions per day.

Courtesy Overdraft Limits

See below for courtesy overdraft limits for each account type. Please note that your Courtesy Overdraft limit will not be reflected in balance inquiries in automated systems.

ACCOUNT TYPE	LIMIT
Simple Checking	$500
E-Choice Checking	$500
Relationship Rewards Checking	$800
Platinum Checking	$800
Preferred Checking	$800

Additional Important Information about Personal Courtesy Overdraft

Courtesy Overdraft is a discretionary overdraft service available to individuals that opt-in to the service. Once you opt-in, Courtesy Overdraft requires no action on your part and provides you a safety net up to an automatically assigned overdraft limit.

For new customers, if you opt-in to Courtesy Overdraft, we will advise you at least 30 days after your account is opened that you may use Courtesy Overdraft (provided your account is in good standing* and the account type is eligible for Courtesy Overdraft). Once you receive this notification, your Courtesy Overdraft limit will be available as long as your account continues to be in good standing and you don't exceed your Courtesy Overdraft limit.

*As long as you maintain your account in "good standing," we may approve your overdraft items within your current available Courtesy Overdraft limit as a non-contractual courtesy. For Courtesy Overdraft consideration, your account is in "good standing" if you (1) deposit enough money to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all bank

fees and charges), (2) avoid excessive overdrafts, suggesting the use of Courtesy Overdraft as a continuing line of credit, and (3) there are no legal orders, levies or liens against your account.

Please note that the amount of the overdraft plus our paid item overdraft fee for each item will be deducted from your overdraft limit. If the item is returned, the returned item non-sufficient funds (NSF) fee will be deducted from your account. No interest will be charged on the overdraft balance. Overdrafts above and beyond your established Courtesy Overdraft limit may result in checks or other items being returned to the payee. The returned item NSF fee will be charged per item and assessed to your account. An overdraft/NSF notice will be sent to notify you of items paid and/or returned.

There is no additional cost associated with this service unless you use it. You will be charged our paid item overdraft fee for each overdrawn item created by a traditional paper-based check, a teller withdrawal, an automatic payment (ACH) transaction, or a recurring debit card payment. Also, if you have requested us to do so (as explained above), we may authorize and cover ATM transfers or withdrawals and everyday debit card purchases. Your available balance may be affected by authorizations which could create additional overdrafts and associated fees. For example, three paid items in one day will result in three paid item overdraft fees. To help you manage your account, the total fees you have paid for items (both paid and returned) during the current month and for the year-to-date will be reflected on your monthly checking statement.

More Ways to Cover Overdrafts in Addition to Courtesy Overdraft	
Sometimes, situations can arise where you might wish to have access to more money than you have available in your checking account. To meet this need, Bar Harbor Bank & Trust offers Overdraft Lines of Credit and Sweep Protection from your deposit account.	
Overdraft Line of Credit	**Sweep Protection**
Available to credit-qualified customers, an Overdraft Line of Credit gives you overdraft protection and the comfort of knowing your checks can be paid even if your checking account balance is lower than planned. Application and credit approval required. Each time you access the Overdraft Line of Credit there is a $5 advance fee and interest expenses accrue - please ask us about current rates.	Allows you to set up an automated transfer between your deposit account and another Bar Harbor Bank & Trust account. As long as there is a sufficient balance in your attached account, sweep protection will automatically transfer funds to cover any overdraft transactions in your checking account. Sweep protection adds convenience by automating the transfer process and ensuring that you never forget to transfer the right amount. There is a $5 fee (waived for Relationship Rewards) for each day a sweep occurs. *Enrollment is required for this service.*
To learn more, please ask us about these plans. You may visit one of our branch locations or call our Customer Service Center at 888-853-7100.	

IX BUSINESS COURTESY OVERDRAFT

Courtesy Overdraft is an overdraft service provided by Bar Harbor Bank & Trust to business customers. Courtesy Overdraft requires no action on your part and provides you a safety net up to an automatically assigned overdraft limit of $1,000. Your Courtesy Overdraft limit is available for checks and other transactions made using your checking account number or automatic bill payment and recurring debit card payment. Overdrafts related to ATM transfers or withdrawals and everyday debit card transactions within the limit are also covered.

As long as you maintain your account in "good standing," we may approve your overdraft items within your current available Courtesy Overdraft limit as a non-contractual courtesy.

For Courtesy Overdraft consideration, your account is in "good standing" if you (1) deposit enough money to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all bank fees and charges), (2) avoid excessive overdrafts, suggesting the use of Courtesy Overdraft as a continuing line of credit, and (3) there are no legal orders, levies or liens against your account.

Please note that the amount of the overdraft plus our paid item overdraft fee for each item will be deducted from your overdraft limit. If the item is returned, the returned item non-sufficient funds (NSF) fee will be deducted from your account. No interest will be charged on the overdraft balance. Overdrafts above and beyond your established Courtesy Overdraft limit may result in checks or other items being returned to the payee. The returned item NSF fee will be charged per item and assessed to your account. An overdraft/NSF notice will be sent to notify you of items paid and/or returned.

There is no additional cost associated with this service unless you use it. You will be charged our paid item overdraft fee for each overdrawn item created by a traditional paper-based check, a teller withdrawal, an automatic payment (ACH) transaction, or a recurring debit card payment. We also authorize and cover ATM transfers or withdrawals and everyday debit card purchases. Your available balance may be affected by authorizations which could create additional overdrafts and associated fees. For example, three paid items in one day will result in three paid item overdraft fees. To help you manage your account, the total fees you have paid for items (both paid and returned) during the current month and for the year-to-date will be reflected on your monthly checking statement.

The best way to avoid overdrafts and fees is to keep track of your account balance by entering all checks, debit card purchases, and ATM withdrawals in your check register, reconcile your checkbook regularly and manage your finances responsibly. However, if a mistake occurs, the Bank offers additional ways to cover overdrafts in addition to Courtesy Overdraft: Automatic Sweep - transfer of funds to cover the overdraft ($5.00 per account when overdrawn); and an overdraft line of credit (credit approval required - interest accrues when the line of credit is accessed - please ask us about current rates; $5.00 per account when overdrawn).

Your Courtesy Overdraft limit will not be reflected in balance inquiries in automated systems.

X ONLINE BANKING AND MOBILE AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure (the "Agreement") is entered into between Bar Harbor Bank & Trust (the "Bank") and the customer of the Bank, who hereby subscribes to Online Banking Services ("Online Banking"). This Agreement applies to all use of the customer's accounts whether by the customer or by any other person authorized by the customer, and the customer will be responsible for all such use. The customer is sometimes referred to in the Agreement as "you" or "your" and the Bank is sometimes referred to as "we", "us", and/or "our". If you use Online Banking or permit another person to use Online Banking on your behalf, you agree to the terms and conditions stated in the Agreement.

1. SCOPE OF AGREEMENT

1.1 Other Accounts, Loan Agreements and Services. This Agreement governs online access to your accounts with the Bank. The terms and conditions set forth herein are in addition to, and do not cancel or supersede, any other agreements or signature cards governing your deposits, loans or other business relationships with the Bank. All of the terms, conditions, agreements, representations, schedules, disclosures, and fees set forth in or associated with such other agreements and signature cards remain in full force and effect. However, the persons you authorize to have access to and make transfers from your account(s) through Online Banking may not be the same persons who are authorized to sign on the account under your other agreements and signature cards with us, or you may give them greater authority to conduct activities through Online Banking than they have under your other agreements and signature cards with us.

1.2 Fees. The use of Online Banking is provided for free. Service fees may apply for the use of optional services, such as the Bill Payment Service, which is available through Online Banking. You authorize us to deduct any fees associated with the use of the optional services from your primary deposit account with us. Please refer to the Terms and Conditions of the optional services, provided separately from this Agreement for details. The service charges and fees provided for in your deposit, line of credit, loan, and other agreements you have with us (collectively the "Account Agreements") will apply. Please see the Account Agreement and Fee Schedule for a listing of fees. You are also responsible for all telephone charges incurred in connection with Online Banking and for charges by any Internet service provider providing connection to the Internet. Fees also apply for the use of External Transfers through Online Banking and/or Zelle® as specified later in this agreement.

1.3 Changes in Terms and Other Amendments. We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement at any time. We will provide you advance notice as required by law. We will notify you of any such change or amendment electronically by posting such notice on our Online Banking home page and, when required by applicable law, will provide you with written notice of such amendment or change at the postal address provided by you to us and/or send notice to your e-mail address as provided to us. You are bound by any such change if you use the Online Banking service after the effective date of the notice, unless you notify us in writing within ten (10) days of having received the notice that you reject these changes and close your account(s) with us.

1.4 Termination. This Agreement will remain in effect until it is terminated by you or by us. You may cancel your Online Banking services and terminate this Agreement at any time by providing us with written notice or by calling us at 888-853-7100. This cancellation will become effective when we receive notice from you as provided above, and applies only to your Online Banking services, and does not terminate any other agreements you may have with us. We may terminate this Agreement and your Online Banking services for any reason at any time. We will try to notify you in advance of any termination, but we are not obligated to do so. Upon termination, we reserve the right to make no further payments or transfers from your account(s) pursuant to this Agreement, including payments or transfers you have previously authorized. If you terminate your Online Banking services, you authorize the Bank to continue making transfers you have previously authorized until such time as the Bank has had a reasonable opportunity to act upon your termination notice. You agree that upon termination of your Online Banking services, either by you or by us, you will cancel all automatic or recurring transfers you have previously authorized, and that if you fail to do so, you are responsible for such payments.

2. DESCRIPTION OF AND LIMITATIONS ON ONLINE BANKING

2.1 General Description of Services. In general, the Online Banking service enables you to: - Search transaction histories and obtain balance information on your accounts with the Bank, which may include checking, savings, money market, certificates of deposit, lines of credit, installment loans, real estate loans and commercial loans. - Transfer funds between your transaction accounts. - Use bill payment services. - e-Statements. This list is not exhaustive and the Bank may offer additional or different Online Banking services in the future, all of which will be governed by this Agreement, as amended.

2.2 Types of Transfers and Limitations. You can make an internal transfer of funds from one account with the Bank to another, such as a

transfer from a savings account to a checking account. You can also make external transfers between an account you have with the Bank and an account you have with a different Bank. The Bank reserves the right to limit the frequency and dollar amount of transactions from your accounts for security or credit reasons, as the Bank may determine at any time at its sole discretion.

2.3 Overdrafts; Order of Payments. It is your responsibility to ensure that you have enough money or credit available in an account from which you instruct us to make a payment or transfer. If funds are withdrawn from any of your accounts by means of electronic fund transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic fund transfer and the Online Banking transfer to be made, the transfers will be made in the order determined by the Bank, in its sole discretion. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree to reimburse us upon our demand, and you further agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permitted by the applicable law and the terms of any other relevant Account Agreements.

2.4 Bill Payment Service. The Bill Payment Service is offered by Bar Harbor Bank & Trust through Profitstars, a subsidiary of Jack Henry & Associates, Inc. Please refer to the Terms and Conditions of the Bill Payment Service, provided separately from this Agreement.

2.5 Computer Requirements. In order to use Online Banking, you must have your own Internet service provider and the necessary computer equipment required by the browser which you select. In this Agreement, your computer and the related equipment are referred to together as your "Computer". You are responsible for the installation, maintenance, and operation of your Computer and your software.

2.6 Registration Process. In order to obtain and use Online Banking, you must complete our initial registration process. The Online Banking registration process involves completing and submitting a secure online application.

2.7 Access Code and Security. Usernames and Passwords will only be allowed for customers who have a checking, savings, money market, certificate of deposit, or loan account with us. You will be required to establish a Username and Password upon your initial entry into the system. Thereafter, we will assign you a new Password upon your request at any time. (For example, you may want us to assign you a new Password if you have forgotten your Password). Your Password can be changed within Online Banking or by calling us at 888-853-7100. For security purposes, it is recommended that you memorize your Password and do not write it down. You are responsible for keeping your Password and account data confidential. You will need the Username and Password to gain access to Online Banking. Use of the Username and Password is the agreed security procedure between you and the Bank. You should keep your Username and Password confidential in order to prevent unauthorized use of Online Banking and possible loss to your accounts. Anyone to whom you give or disclose your Username and Password will have full access to your accounts, even if you attempt to limit that person's authority. You are responsible for all transactions you authorize or make using Online Banking, including any transactions that may be unintentionally or inadvertently authorized or made, and any losses, charges, or penalties incurred as a result. In addition, except as otherwise provided in this Agreement, you are responsible for transactions by unauthorized persons using your Username and Password. We reserve the right to require a password change at our discretion for security purposes.

2.8 Reporting Unauthorized Transaction or Theft or Loss of Access Codes. If you believe that an unauthorized transaction has been or may be made from your account, alert the Bank immediately by calling us at 888-853-7100, or write to us at: Bar Harbor Bank & Trust, Attn: Electronic Banking Support, P. O. Box 1089, Ellsworth, ME 04605-1089.

2.9 No Signature Required. When using Online Banking to pay bills, you agree that the Bank, without prior notice to you, may debit any payment account(s) to pay checks that you have not signed by hand or by legally acceptable form of electronic signature. When using Online Banking to make transfers from credit accounts, you agree that the Bank, without prior notice to you, may take any action required to obtain cash advances on your behalf, including charging any credit account(s) at the Bank without your handwritten or legally acceptable electronic signature.

3. RESPONSIBILITY OF PARTIES

3.1 Privacy and Confidentiality. The importance of maintaining the confidentiality and privacy of the information provided by our customers is one of our highest priorities. You should carefully review our privacy policy as stated on our website at www.barharbor.bank. Our privacy policy is incorporated in this Agreement by reference and you hereby agree that you have read our privacy policy, understand it and agree to its terms.

3.2 Customer's Responsibilities. You are responsible for keeping your Username, Password, other account access mechanisms (hereinafter referred to as “Username and Password” but it is intended to describe any of these items individually and/or jointly) and account data confidential. We are entitled to act on transaction instructions received using your Username and Password and you agree that the use of your Username and Password will have the same effect as your signature in authorizing transactions, authenticating your identity, and verifying instructions you have provided to us. If you authorize other persons to use your Username and Password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your Username and Password, and you are responsible for any transactions made by such persons until you notify us that transfers by that person or instructions regarding your account(s) are no longer authorized and we have a reasonable opportunity to act upon the change of your Username and Password.

3.3 Things for Which We Will Not Be Responsible and Further Limitations on Our Liability.

(a) Access. We will not be liable under this Agreement for failure to provide access or for interruptions in access to Online Banking due to a system failure or due to other unforeseen circumstances.

(b) Your Computer Equipment & Your Software. We will not be responsible for any errors or failures from any malfunction of your Computer or a computer virus, or other problems relating to your computer equipment used with Online Banking. We are not responsible for any error, damages, or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Firefox®, Google Chrome®, Microsoft Edge® version 70 or higher, Apple Safari® or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with Online Banking.

(c) Your Home Banking Setup. You will access Online Banking via our website. Neither we nor any of our service providers are liable for any damages (whether direct, indirect, special, or consequential or otherwise), including economic, property, personal, or other loss or injury, whether caused by hardware or software or system-wide failure, arising or resulting from the installation, use, or maintenance of the equipment, software or other items necessary to operate Online Banking.

(d) Warranty & Software Limitations. Warranties of Fitness and Merchantability. Neither we nor any software suppliers nor any information providers make any warranty, express or implied, to you concerning the software, equipment, browser or other services including, but not limited to, any warranty of merchantability or fitness for particular purpose of non-infringement of third-party rights, unless disclaiming such warranty is prohibited by law.

(e) Computer-Related Warranties. Neither we nor any software supplier nor information provider represents and warrants to you that the software we supply to you for Online Banking is free from any defects, computer virus or other software-related problems. In the event of such defects or computer virus caused by any Online Banking software, our sole responsibility shall be limited to the replacement or the reasonable cost of replacement of the software we provided in connection with the Online Banking services. We will not be liable for any indirect, special, consequential, economic or other damages. In states which do not allow the exclusion or limitation, our liability is limited to the extent permitted by applicable law.

(f) General Limitation on Liability. In no event shall the Bank be liable for special, indirect, punitive, incidental, or consequential loss or damage of any kind, including lost profits, whether or not the Bank has advised you of the possibility of such loss or damage arising or related to your use of Online Banking. In states which do not allow the exclusion or limitation, our liability is limited to the extent permitted by applicable law.

4. FUNDS TRANSFER SERVICE FOR ACCOUNTS SUBJECT TO THE ELECTRONIC FUNDS TRANSFER ACT

Some of the accounts to which you have household access through Online Banking may be governed by the Electronic Funds Transfer Act (EFTA) and Reg. E. In general, the EFTA and Reg. E govern accounts established by a natural person primarily for personal, family, or household purposes. The following terms and disclosures apply to accounts governed by the EFTA and Reg. E ("EFTA Accounts"), and, with respect to EFTA Accounts, if there is any conflict between these disclosures and terms set forth elsewhere in this Agreement, these disclosures shall control. These disclosures do not apply to accounts that are not EFTA Accounts.

4.1 Customer Liability. Contact us AT ONCE if you believe your Username and Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your Username and Password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than $50 if someone used your Username and Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Username and Password, and we can prove we could have stopped someone from using your Username and Password without your permission if you had told us, you could lose as much as $500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

4.2 Preauthorized Transfers. A preauthorized electronic fund transfer (PEFT) is an electronic fund transfer that is authorized in advance and is scheduled to recur on a periodic basis. If a PEFT to your account is scheduled to occur at least once every sixty (60) days, you are entitled to notice of the transfer from us within two (2) business days after it occurs, or notice that it did not occur within two (2) business days after the scheduled transfer date, or we are required to provide a readily available telephone line you may call to determine whether the transfer occurred. We need not comply with the foregoing requirements, however, if the payor notifies you that the transfer has been initiated. If a PEFT from your account will vary in amount from the previous transfer under the same authorization, the person you are going to pay will notify you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this payment only when the payment amount would differ by more than a certain amount from the previous payment, or when the payment would fall outside certain limits that you set.) Under the EFTA and Reg. E you have certain stop payment rights and obligations for your PEFT's. You

can stop any PEFT by calling us at 888-853-7100, or by writing to us at Bar Harbor Bank & Trust, Attn: Electronic Banking Support, P.O. Box 1089, Ellsworth, ME 04605-1089, at least three (3) business days before the payment is scheduled to be made. If you stop payment by telephone, we may also require you to send us your request in writing within fourteen (14) days after you call. Liability for failure to stop payment of preauthorized transfer: If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

4.3 Bank's Responsibility. The Bank is responsible for completing transfers on time according to your properly entered and transmitted instructions. However, the Bank will not be liable for completing transfers: - if, through no fault of ours, you do not have enough available money in your account from which a payment or transfer is to be made, if the account has been closed, frozen, or is not in good standing, or if we reverse payment or transfer because of insufficient funds; - if any transfer exceeds the credit limit of any account or under the Instructions of this Agreement; - if you have not properly followed software or Online Banking instructions on how to make a transfer or other transaction; - if you have not given the Bank complete, correct, and current instructions, account numbers, Username and Password, or other identifying information so that the Bank can properly credit your account or otherwise complete the transaction; - if you receive notice from a merchant or other institution that any payment or transfer you have made remains unpaid or has not been completed, and you fail to notify us promptly of that fact; - if withdrawals from any of your linked accounts have been prohibited by a court order such as a garnishment or other legal process; - if your Computer, your software, or Online Banking was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer; - if you, or anyone you allow, commits fraud or violates any law or regulation; - if circumstances beyond the Bank's control prevent making a transfer or payment, despite reasonable precautions that the Bank has taken. Such circumstances include telecommunications outages, postal strikes, delays caused by payees, fires, and floods. There may be other exceptions to the Bank's liability as stated in the Account Agreements we have with you. IN ADDITION, THE BANK WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, ECONOMIC, OR OTHER DAMAGES ARISING OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ONLINE BANKING AND/OR ITS RELATED EQUIPMENT, SOFTWARE, OR ONLINE SERVICES.

4.4 Disclosure of Account Information to Others. To the extent necessary to carry out the Online Banking functions, the Bank may disclose information about your accounts to third parties in the following instances: - when it is necessary for completing transfers; - in order to verify the existence and condition of a Payment Account, such as a credit bureau, merchant, or for a payee or holder of a check issued through Online Banking; - in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information; - to protect and enforce our rights; - in order to share our experience with you with reputable credit reporting agencies as authorized under federal law. Under the Fair Credit Reporting Act, you have the right to make sure that your credit bureau reports are correct and accurate; - in order to share information with our affiliates to the extent allowed by law; - in order to contract with outside agents or service providers to prepare account statements, enter or calculate transactions and balances, or provide other materials or services on our behalf; - if you give us your written permission (which may be by electronic or telecommunications transmission as well as on paper); - to our employees, auditors, service providers, attorneys, or collection agents in the course of their duties.

4.5 Error Resolution. If you believe your Username and/or Password has become known by an unauthorized person, or that an unauthorized transaction has been or may be made from your account, alert the Bank immediately by calling us at 888-853-7100, or write to us at: Bar Harbor Bank & Trust, Attn: Electronic Banking Support, P. O. Box 1089, Ellsworth, ME 04605- 1089. - If you think your statement is wrong or if you need more information about a transaction listed on the statement, the Bank must hear from you no later than sixty (60) days after it sends or delivers to you the FIRST statement on which the problem or error appeared. If you requested more information about a problem or error, the Bank must hear from you within sixty (60) days after it sends or delivers that information to you. - Tell us your name and account number(s). - Tell us the type, time, and date of the transaction and the dollar amount of the suspected error. 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. If you tell the Bank orally, we may require that you send in your complaint or question in writing within ten (10) business days after we hear from you and we will then in good faith attempt to correct any error promptly. If the Bank needs more time, however, we may take up to forty-five (45) days to investigate your complaint or question, in which case, the Bank will provisionally re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and does not receive it within ten (10) business days, the Bank may not re-credit your account. If the Bank decides that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and will debit the provisionally credited amount from your account. You may ask for copies of the documents that the Bank used in its investigation.

5. EXTERNAL TRANSFER SERVICES

5.1 Transfers via *Zelle Network*. We have partnered with *Zelle Network* (“*Zelle*”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with *Zelle* (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”).

(a) Fees. The use of Online Banking is provided for free. The service charges and fees provided for in your deposit, line of credit, loan, and other agreements you have with us (collectively the “Account Agreements”) will apply. Please see the Fee Schedule for a listing of fees. You are also responsible for all telephone charges incurred in connection with Online Banking and for charges by any Internet provider providing connection to the Internet.

(b) *Zelle Network* Standard Terms and Conditions. Please review the *Zelle Network* Standard Terms for more information. These will be presented when you enroll to use the service and you must accept these additional terms and conditions in order to access the network. The *Zelle Network* Standard Terms are hereby incorporated by reference.

(c) Send Limits. There are no fees for *Zelle*. *Zelle* transfers are subject to the following limits:

a. Unlimited inbound transfers per day
b. Outbound transfers limit of 5 transfers per processing day up to $1,000 per transfer, not to exceed a total of $1,500 per day
c. Outbound transfer limit of 20 transfers up to a total of $5,000 per week
d. Outbound transfer limit of 50 transfers up to a total of $15,000 per month

(d) Disclaimer. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

(e) No Partnership Created. It is not the purpose or intention of this Agreement to create (and it shall not be construed as creating) a joint venture, partnership or any type of association, between *Zelle* and us, and neither us or *Zelle* are authorized to act as agent or principal for each other with respect to any matter related hereto.

Zelle and the *Zelle* related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

6. MOBILE BANKING SERVICES

Mobile Banking is made available for customers who have signed up for and use Online Banking. Mobile Banking allows you to view your balances, transfer funds, have notification alerts and pay your bills all on your mobile device. Our Mobile Banking offers the following services: downloadable application for your phone or tablet, mobile browser, text banking, and alerts. Enrollment requires identification of the user's Online Banking credentials. Message and data rates may apply. You can find additional information through our website at www.barharbor.bank or by calling us at 888-853-7100. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of the Bank or any service provider.

6.1 Mobile Deposit. Mobile Deposit is a remote deposit capture service for check deposits that is made available to you as part of our Mobile Banking application. Your use of Mobile Deposit is subject to the terms and conditions of this Agreement, and the Deposit Account Agreements applicable to your checking, savings, and money market accounts, all of which are incorporated herein by reference. We reserve the right in our discretion to amend these terms and conditions at any time. Amendments will be made available to you on our website, and your continued use of Mobile Deposit will demonstrate your agreement to such amendments. With each use of Mobile Deposit, you accept and agree to be bound by the terms and conditions below and all other terms and conditions of this Online Banking Agreement, as amended from time to time. Please read the terms and conditions below carefully, print a copy, and retain the copy for your records.

(a) Use of the Service & Endorsement Requirement. Mobile Deposit allows you to remotely deposit checks into your qualifying checking, savings, or money market account by taking a picture of the front and back of the check with your mobile device's digital camera and delivering the image to us using the Mobile Deposit feature. When depositing a check using Mobile Deposit, you must add the following restrictive endorsement to the back of the check: "For Mobile Deposit" – You agree to comply with all procedures and instructions we establish for use of Mobile Deposit, as amended from time to time.

(b) Enrollment. You may request the Bank's Mobile Deposit service when you enroll in the Bank's Mobile Banking services and download our Mobile Banking application. We reserve the right to establish, at our discretion and without prior notice to you, new and additional conditions and qualifications for the use of Mobile Deposit.

(c) Eligibility. Customers are considered eligible to use Mobile Deposit after enrolling in Online Banking and Mobile Banking.

(d) Termination of Service. We reserve the right to terminate, modify, or suspend your use of Mobile Deposit at any time, with or without cause, including if we reasonably believe that you have breached the terms and conditions for use of Mobile Deposit, or as otherwise provided in the Online Banking Terms and Conditions. We further reserve the right to terminate, modify, or suspend your use of Mobile Deposit in the event we establish new conditions and qualifications for use, and you, or your equipment and software, do not meet such conditions and qualifications.

(e) Technical Requirements. In order to use Mobile Deposit, you must have your own compatible mobile device (such as a smart phone or tablet) with internet access and a digital camera. All mobile devices and software must meet our minimum technical requirements, which are available at www.barharbor.bank which may change at our discretion at any time. You are solely responsible for obtaining, maintaining, and paying for all mobile devices, software, and services (such as text messaging, data transmission, and Internet access capability) necessary for use of Mobile Deposit.

(f) Image Quality. Check images and transmissions using Mobile Deposit must clearly show all information on the front and back of the check, including your proper endorsement, and must comply with the standards established by us, our third-party vendors, and governmental and industry regulators. Each image must be legible, true, and accurate, and you may not alter a check image in any way. We are not responsible or liable for any loss or delay arising out of a transmitted image that does not comply with these requirements.

(g) Transaction Limits. We may establish limits on the number of checks or the total amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice to you. We reserve the right to modify (including reduce) your transaction limits at our discretion, subject to applicable notice requirements in the Online Banking Terms and Conditions.

(h) Items Eligible for Deposit. You agree to take a picture and deposit only checks (certain types of negotiable demand drafts, as defined in Federal Reserve Regulation CC, 12 C.F.R. Part 229) into your account. Once transmitted to us, the check image will be treated (i) as an "item" under Article 4 of Maine's Uniform Commercial Code and (ii) as a deposit under your Deposit Account Agreement and applicable notices and disclosures. You agree not to deposit any of the following types of checks or other items using Mobile Deposit:

• Checks originally made payable to any person other than you, including checks that another person has endorsed to you.

• Checks dated more than 6 months prior to the deposit.

• Checks made jointly payable to you and another person, unless the deposit is to a jointly-held account with that person and both you and that person have endorsed the check, in addition to adding the restrictive endorsement required in Section 6.1.

• Any check that you know or suspect (i) has already been deposited in an account or has otherwise been presented or negotiated by, or paid to, you or any other person, (ii) has been rejected or returned as unpaid or non-payable, or (iii) is not payable and collectible in any way.

• "Remotely created checks" and checks previously converted to "substitute checks", as the terms are defined in Regulation CC.

• Any check that has already been scanned using Mobile Deposit or using a remote deposit capture service of another institution.

• Checks with any alteration on the front or back, or that you know or suspect is fraudulent, subject to defense, or otherwise unauthorized by the owner of the account from which the check is drawn.

• United States Treasury bonds.

• Checks drawn on institutions outside the United States (i.e., foreign checks).

• Checks payable in other than United States currency.

• Traveler's checks, money orders, substitute checks, or post-dated checks.

• Any check prohibited from deposit under your Deposit Account Agreement or prohibited from payment by law.

• Any check that does not meet the requirements of this agreement or any other agreement you have with us. With each check you deposit using Mobile Deposit, you represent and warrant that the check is eligible for deposit, is properly payable and collectible, and is not subject to any defense against payment or collection. You further represent and warrant that the check and your use of Mobile Deposit comply with all terms and conditions applicable to Mobile Deposit, Online Banking, and the account, and comply with all applicable state and federal laws, rules, and regulations. To the fullest extent permitted by law, we reserve the right, in our sole discretion, to reject any check or item you transmit to us for deposit into your account.

(i) Deposit Status. After a check has been deposited using Mobile Deposit and received by us, you should monitor the check's processing status using the Mobile Deposit service. You will not receive a separate confirmation that a check image has been received by us. Contact us immediately if you suspect any error or that we did not receive the transmission. Please refer to your Deposit Account Agreement for additional responsibilities with respect to notifying us of problems with your deposits. If we become aware of a problem with your deposit (such as the check is rejected, the check image is unusable, the check was previously presented or deposited, or the type of check is not permitted), we will attempt to contact you within three business days.

(j) Funds Availability. Availability of funds from checks deposited using Mobile Deposit will be in accordance with your Deposit Account Agreement and our Funds Availability Policy. In general, and subject to our Funds Availability Policy, if a check is deposited using Mobile Deposit before 5:00 PM (ET) on a regular business day and is accepted by us, that day will be the day of deposit and provisional credit on the funds will be made available the next day. Checks deposited after 5:00 pm (ET) or on a non-business day will be considered deposited the next business day. Pursuant to your Deposit Account Agreement, and to the extent permitted by law, each deposit and the availability of funds from the deposit are subject to our rights of charge-back, reversal, refund, and set-off, and our right to place a hold on the check for purposes of review and verification.

(k) Security and Investigation. Your use of Mobile Deposit is subject to all security requirements set forth in this Agreement, including your obligation to keep your mobile device and its transmissions secure from unauthorized access. You agree to securely store each check that you deposit using Mobile Deposit for a 30-day period after we have accepted the check. After 30 days, you will securely destroy the check (such as by use of a document shredder). After you have deposited a check using Mobile Deposit, you agree to never re-deposit or re-present the check, or to negotiate or endorse the check to another person or financial institution. You will promptly provide the check to us upon our request and fully cooperate with us in any related investigation or dispute resolution. Notify us immediately if you learn of any unauthorized

access, loss, or theft of the original check.

(l) Changes and Availability. We reserve the right to modify, add, or remove services and features of Mobile Deposit at any time at our sole discretion. The Mobile Deposit service may be unavailable, delayed, or interrupted, with or without notice, from time to time as a result of technical difficulties, maintenance, or events outside our control. We will have no liability to you or any other person for such interruptions, delays, or unavailability, although we may post alerts to our website for purposes of notifying you of such events.

(m) Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE MOBILE DEPOSIT SERVICE AND SOFTWARE. WE FURTHER DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE MOBILE DEPOSIT SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR- FREE, OR SECURE. YOU AGREE THAT USE OF THE MOBILE DEPOSIT SERVICE AND SOFTWARE ARE AT YOUR OWN RISK AND ON AN "AS IS" AND "AS AVAILABLE" BASIS.

(n) Limitations on Liability. You acknowledge and agree that, to the fullest extent permitted by law, we will have no liability or obligation to you or any other person for technical difficulties, errors, misdirected or unauthorized transmissions, or other failures in the Mobile Deposit service, or any resulting damages. We are not responsible for any deposit that we do not receive, including any deposit lost in transmission. Please refer to the Online Banking Terms and Conditions for additional limitations on our obligations and liability to you.

(o) Indemnification. To the fullest extent permitted by law, you agree to indemnify and hold us harmless from and against any loss, liability, damages, or expenses (including attorney's fees) arising out of or in connection with your failure to perform your obligations under the terms and conditions for use of Mobile Deposit.

7. MISCELLANEOUS

7.1 Periodic Statements. Your Online Banking payments and transfers will be indicated on monthly statements we provide or make accessible by mail or delivery service. You have a right under federal law to receive such statements for accounts governed by the EFTA and Reg. E. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are errors or unauthorized transactions in any statement or statement information.

7.2 Business Days and Hours of Operation. Online Banking is generally available twenty-four (24) hours a day, seven (7) days a week. However, at certain times, some or all of Online Banking may not be available due to system maintenance. A transfer initiated through Online Banking before 8:45 p.m. (Eastern Time) on a Business Day is generally posted to your account the same day. All transfers completed after 8:45 p.m. (Eastern Time) on a Business Day or on a Saturday, Sunday or Bank holiday will generally be posted on the next Business Day. Our Business Days are Monday through Friday. Saturday, Sunday, and Bank holidays are not included.

7.3 Notices and Communications. Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the current address that we have for you in our records. Notices from you will be effective when received by mail at the address specified in Section 2.8 above.

7.4 E-Mail Communications. In general, communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information via email. You agree that we may take a reasonable time to act on any e-mail requests or communications. Correspondence that requires expeditious handling: For example, if you need to report an unauthorized transaction from one of your accounts, you should call the Bank at 888-853-7100. Unless you have instructed us otherwise, you agree that we may send you electronic messages about products or services we offer.

7.5 Assignment. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

7.6 No Waiver. The Bank shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

7.7 Captions. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

7.8 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maine, without regard to choice of law principles, and by the laws of the United States. Your existing account relationships and Account Agreements with the Bank will continue to be governed by and construed in accordance with the laws governing those Account Agreements. You agree and consent to the exclusive jurisdiction of the courts of Maine and the United States District Court for the District of Maine in connection with any action or proceeding.

7.9 Restrictions on Use. You agree not to use the Online Banking and/or Mobile Banking services for any illegal, fraudulent, unauthorized or

improper manner or purpose, and will only be used in compliance with all applicable state and federal laws and regulations.

7.10 Severability. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions shall remain in full force and effect.

7.11 Copyright and Trademarks. The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to our website and Online Banking are protected under applicable copyrights, trademarks, and other proprietary rights. The copying, redistribution, use, or publication by you of any part of our website, except as allowed by this Agreement, is strictly prohibited. You do not by virtue of this agreement acquire any ownership rights to any content, document or other materials accessed through our website or Online Banking. The posting of information or materials on our website or Online Banking does not constitute a waiver by us of any proprietary or other right we have in such information or materials. Touch ID™ for Mobile Banking. Touch ID is an optional fingerprint sign-in method for Bar Harbor Bank & Trust Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and Bar Harbor Bank & Trust never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Bar Harbor Bank & Trust Mobile Banking. Bar Harbor Bank & Trust reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the settings within Bar Harbor Bank & Trust Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Bar Harbor Bank & Trust Mobile Banking is only available on compatible iOS devices.

8. BAR HARBOR BANK & TRUST ALERTS TERMS AND CONDITIONS

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply. Alerts. Your enrollment in Bar Harbor Bank & Trust Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Bar Harbor Bank & Trust account(s). Alerts are provided within the following categories:

• Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

• Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

• Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the "Settings" menu within the Mobile Banking Service.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Bar Harbor Bank & Trust reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"):

(a) a mobile device, by text message;

(b) a mobile device, by push notification;

(c) an email account, by an e-mail message; or

(d) your Bar Harbor Bank & Trust Online Banking, by in-box message.

You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts. To add, stop, or modify Alerts, log in to Online Banking and click on Accounts, select an account, and click on Manage Alerts. Our participating carriers include (but are not limited to) AT&T®, SprintPCS®, T-Mobile®, U.S. Cellular®, Verizon Wireless®, MetroPCS®.

Limitations.

Bar Harbor Bank & Trust provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Bar Harbor Bank & Trust's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Bar Harbor Bank & Trust, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.
Alert Information. As Alert notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Bar Harbor Bank & Trust and its affiliates and service providers, including Jack Henry & Associates, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Bar Harbor Bank & Trust and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

XI PRIVACY AGREEMENT

Rev 2.26.26

FACTS	WHAT DOES BAR HARBOR BANKSHARES DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Credit history and credit scores 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.
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 Bar Harbor Bankshares choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bar Harbor Bankshares 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 don't share**
For our affiliates to market to you	**NO**	**We don't share**
For nonaffiliates to market to you	**NO**	**We don't share**

Questions?	Call **888-853-7100** or go to **www.barharbor.bank**

Who we are	
Who is providing this notice?	Bar Harbor Bankshares and its affiliates. Our affiliates include Bar Harbor Bank & Trust, and Bar Harbor Wealth Management.

What we do	
How does Bar Harbor Bankshares protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Bar Harbor Bankshares collect my personal information?	We collect your personal information, for example, when you ▪ open an account or deposit money ▪ pay your bills or apply for a loan ▪ use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ Sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ Affiliates from using your information to market to you ▪ Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more information on your rights under state law.
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	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ Bar Harbor Bank & Trust, and Bar Harbor Wealth Management.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ Bar Harbor Bankshares does not share information with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ Our joint marketing partners may include financial institutions with whom we jointly offer investment, insurance, and credit card services.

Other important information
Bar Harbor Bankshares is chartered, licensed or registered under the laws of State of Maine and is subject to regulatory oversight by the FDIC. Any consumer wishing to file a complaint against Bar Harbor Bankshares or its affiliates should contact the FDIC through one of the following means: In person, by U.S. Mail: Division of Depositor and Consumer Protection, National Center for Consumer and Depositor Assistance, Federal Deposit Insurance Corporation, 1100 Walnut St, Box #11, Kansas City, MO 64106, Telephone: 800-378-9581 or 800-925-4618 TTY, or Online at www.fdic.gov/consumers/assistance/index.html **VERMONT RESIDENTS**: Except as permitted by law, we will not share information we collect about you with nonaffiliates unless you call us at 888-853-7100 and authorize us to do so.

XII FEE SCHEDULE

Service	Fee
Account Reconciliation/Research	$30.00 per hour, $15.00 minimum
ATM fee - outside of network/foreign[1]	$2.00 per transaction, balance inquiry, and transfer
Debit Card Replacement	$10.00 per lost card, additional charge for rush service
Debit Card Foreign Transaction Fee	Less than or equal to 2.00% of the amount of your Transaction in US Dollars
Automatic Sweep Protection Fee – transfer of funds to cover overdraft[2]	$5.00 per account, when overdrawn
Automatic Sweep Protection Fee – from overdraft line of credit[2]	$5.00 per account, per advance
Check Cashing (non-customers)	$10.00 each
Checking/Savings Account Closed - Open less than 1 year	$10.00 per account
Coin Counting (non-customers)	5.00%
Copies of Check Images	$2.00 per page
Coupon Book	$10.00 each
Deposit Item Returned[2]	$12.00 each, excluding Vermont per statute
Dormant Account Fee – Checking, Savings, Money Market (HSA and IRA accounts excluded)	$5.00 per month for each acct., following 18 consecutive months of inactivity
Escheatment Fee	$50.00 per account
Duplicate Statement	$5.00 each
Fax Service	$3 first page/$1 for each additional page
Foreign Check Collection: • Canadian Checks in US Dollars	$15.00 each, plus correspondent bank fee $5.00 each
Foreign Currency – Buy or Sell	$15.00 each, plus correspondent bank fee
Foreign Draft	$40.00 each
IRA Rollover/Transfer Fee	$50.00 each
Legal Process	$100.00
Manager's/Bank Check	$6.00 each
Money Order	$4.00 each
Night Deposit Bag – Locking	$25.00 each
Notary Fee (non-customers)	$5 per signature
Overdraft Fee (non-sufficient/uncollected/or returned item)	$34.00 per item. Daily maximum of $170 for consumers
Passbook Replacement	$15.00 each
Photocopies	$0.25 per page
Returned Statement Handling Fee	$10.00 each
Signature Guarantee (customers only)	No Charge
Stop Payment (over phone or in branch)	$34.00 each, see fee below for using online banking
Telephone Transfers (non-automated)	$3.00 each
Temporary Checks	$1.00 per sheet
Wires: • Incoming (domestic and foreign)[2] • Outgoing Domestic • Outgoing Foreign	 $15.00 each $30.00 each $50.00 each
Zipper Bags	$5.00 each
Safe Deposit Box (annual fee per box size): • Enroll in auto pay and receive a 10% discount[2] • Not all box sizes are available at all branches.	1.5x4.5 $30 / 2x5 $35 / 3x4.5 $40 / 2.5x4.5 $37 3x5 $45 / 2x10 $50 / 4x5 $50 / 5x5 $55 6.5x4.5 $63 / 4x9.5 $70 / 3x10 $65 / 4x10 $77 5x10.5 $95 / 5x10 $90 / 10x10 $150 / 11x13 $180
Safe Deposit Box Drilling	$250.00 per box
Safe Deposit Box Key Duplication	$50.00 per box
Electronic Service Fees[3] – *online and/or mobile carrier fees may apply*	
Mobile Deposit	No Charge
Online Banking Stop Payment	$25.00 per item
Bar Harbor Bill Pay Expedited Payment: • Overnight Delivery • 2nd day delivery (check payees) • 2nd day delivery (electronic payees) Specialty Checks: • Gift Check • Donation Check	 $34.95 per item $29.95 per item $6.95 per item $2.99 per item $1.99 per item

COMPLAINT RESOLUTION PROCEDURE - If you have a dispute with us regarding your deposit account, contact our consumer complaint representative or department and attempt to resolve the problem directly. If we fail to resolve the problem, communicate the problem and the resolution you are seeking to:

Division of Depositor and Consumer Protection, National Center for Consumer and Depositor Assistance, Federal Deposit Insurance Corporation
1100 Walnut St., Box #11, Kansas City, MO 64106
Telephone: 800-378-9581 or 800-925-4618 TTY or
Online at www.fdic.gov/consumers/assistance/index.html

or

Maine Bureau of Financial Institutions
800-965-5235 or 207-624-8570
Online at www.maine.gov/pfr/financialinstitutions

[1] Fee for using foreign ATMs, those not owned by Bar Harbor Bank & Trust. Other banks may also charge a fee.
[2] Waived for Relationship Rewards Checking.
[3] Business Online Banking and Remote Deposit Capture fees are disclosed separately at account opening for relevant accounts.



www.barharbor.bank • 888-853-7100

Member FDIC Equal Housing Lender