

Welcome to Bar Harbor Bank & Trust

Account Agreement and Disclosures



Personal Banking · Business Banking · Wealth Management

Over 50 locations in Maine, New Hampshire & Vermont

Welcome

We are excited to welcome you to the Bar Harbor Bank & Trust family, and look forward to helping you achieve your financial goals.

When you bank with us, you can expect superior service from bankers who are passionate about supporting you and your community.

At Bar Harbor Bank & Trust, we are committed to providing you the best service possible. With that in mind, we make every effort to provide you clear information regarding your accounts. Enclosed you will find everything you need to know about your new Bar Harbor Bank & Trust Account.

Your Account Agreement and Disclosures

Sections:

| | |
|--|-----------|
| Terms and Conditions of Your Account | 4 |
| Funds Availability | 22 |
| Electronic Fund Transfers | 23 |
| Account Details and Truth in Savings Disclosure | 26 |
| Overdraft Protection | 31 |
| Fee Schedule | 32 |
| Privacy Policy | 34 |

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; &
- (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 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 protection 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.

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).

Transfer Limitations - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

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 of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

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

Errors Relating to Electronic Fund Transfers or Substitute Checks - For 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 (Individual Accounts Only) - A single individual is the owner. The authorized signer 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 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. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. We do not permit authorized signers on a safe deposit box.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer 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.

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.

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:

Federal Deposit Insurance Corporation, Consumer Response Center
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

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 reasonable retention period. You may request copies from us in the manner we 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 cancellation.

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

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

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

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

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

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

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

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

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

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 \$200 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 \$200 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 \$5,000 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 \$5,000 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 \$5,000 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 \$5,000 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.

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 1-888-638-1950.

- 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 - We will charge an overdraft fee for each item paid or returned when an item is drawn against insufficient funds. You may opt-out of the Bank's overdraft payment services, but 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." Also see the Fee Schedule for the per-item overdraft fee.

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. Also, if you have requested us to do so, we may authorize and cover ATM transfers or withdrawals and everyday debit card purchases.

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. 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. 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.

Call and/or write us at:

Bar Harbor Bank & Trust
Customer Service Center
321 Main Street
New London, NH 03257

Call Us at:

888-853-7100 during business hours

If you believe your card or pin has been lost or stolen, or to report errors:

800-264-5578 after hours

412-552-2698 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.

ACCOUNT DETAILS AND TRUTH IN SAVINGS DISCLOSURES

Interest rates and annual percentage yields are provided in the attached rate sheet but 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.
- There is no monthly service charge.
- This is a non-interest-bearing account.

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.
- 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 - \$10,000.00 or less
 - Tier 2 - \$10,000.00 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 and up to \$25 in non-BHBT ATM fee refunds, 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

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 Average Balance of \$7,500 or more during your statement cycle in your personal checking, savings, money market accounts at Bar Harbor Bank & Trust. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.
- 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 - \$25,000 or more
 - Tier 2 - More than \$9,999.99 but less than \$25,000.00
 - Tier 3 - \$9,999.99 or less

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 - More than \$24,999.99
 - Tier 2 - More than \$9,999.99 but less than \$25,000.00
 - Tier 3 - \$9,999.99 or less

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 average daily balance for the monthly statement cycle falls below \$100.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. 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).
- Transaction limitations – Transfers from a Statement Savings account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card, or similar order to a third party are limited to six per statement cycle by federal regulation.
- Interest Rate Tiers:
 - Tier 1 - \$50,000.00 or more
 - Tier 2 - More than \$24,999.99 but less than \$50,000.00
 - Tier 3 - More than \$9,999.99 but less than \$25,000.00
 - Tier 4 - \$9,999.99 or less

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.
- Transaction limitations – Transfers from a Transfer Club account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card, or similar order to a third party are limited to six per statement cycle by federal regulation.

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 average daily balance for the monthly statement cycle falls below \$1,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.
- 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).
- Transaction limitations – Transfers from a Money Market account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party are limited to six per statement cycle by federal regulation.
- Interest Rate Tiers:
 - Tier 1 - \$250,000.00 or more
 - Tier 2 - More than \$99,999.99 but less than \$250,000.00
 - Tier 3 - More than \$49,999.99 but less than \$100,000.00
 - Tier 4 - More than \$24,999.99 but less than \$50,000.00
 - Tier 5 - More than \$9,999.99 but less than \$25,000.00
 - Tier 6 - \$9,999.99 or less

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

OVERDRAFT PROTECTION

credited to your account every month.

- Service Charges – A service charge of \$10.00 will be imposed each monthly statement cycle if the average daily balance for the monthly statement cycle falls below \$1,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. This fee is waived if your account is linked to a Relationship Rewards Checking 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).
- Transaction limitations – Transfers from a Money Market account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party are limited to six per statement cycle by federal regulation.
- Interest Rate Tiers:
 - Tier 1 - \$250,000.00 or more
 - Tier 2 - More than \$99,999.99 but less than \$250,000.00
 - Tier 3 - More than \$49,999.99 but less than \$100,000.00
 - Tier 4 - More than \$24,999.99 but less than \$50,000.00
 - Tier 5 - More than \$9,999.99 but less than \$25,000.00
 - Tier 6 - \$9,999.99 or less

Retirement 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.
- 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).
- Transaction limitations – Transfers from a Money Market account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party are limited to six per statement cycle by federal regulation.
- Interest Rate Tiers:
 - Tier 1 - \$250,000.00 or more
 - Tier 2 - More than \$99,999.99 but less than \$250,000.00
 - Tier 3 - More than \$49,999.99 but less than \$100,000.00
 - Tier 4 - More than \$24,999.99 but less than \$50,000.00
 - Tier 5 - More than \$9,999.99 but less than \$25,000.00
 - Tier 6 - \$9,999.99 or less

Overdraft Protection is a discretionary overdraft service available to individuals that opt-in to the service and meet the qualifications for the service. To qualify you must make deposits for at least as much as your Overdraft Protection limit and have no overdrafts in the first 30 days. Overdraft Protection requires no action on your part and provides you a safety net up to an automatically assigned overdraft limit. Your Overdraft Protection 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 Overdraft Protection limit as a non-contractual courtesy.

For Overdraft Protection 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 Overdraft Protection 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 Overdraft Protection 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 privilege 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, 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.

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 Overdraft Protection: Automatic Sweep - transfer of funds to cover the overdraft (\$5.00 per account when overdrawn); and an overdraft line of credit (interest accrues when the line of credit is accessed - please ask us about current rates).

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

| Account Type | Limit |
|-------------------------------|-------|
| Simple Checking | \$500 |
| Relationship Rewards Checking | \$800 |
| E-Choice Checking | \$500 |

FEE SCHEDULE

| Service | Fee |
|---|--|
| Account Reconciliation/Research | \$30.00 per hour, \$15.00 minimum |
| ATM fee - outside of network/foreign ¹ | \$1.50 per transaction |
| ATM/Debit Card Replacement | \$10.00 per lost card, additional charge for rush service |
| Automatic Sweep Fee – transfer of funds to cover overdraft | \$5.00 per account, when overdrawn |
| Check Cashing (non-customers) | \$5.00 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 |
| Deposited Item Returned ² | \$10.00 each |
| Dormant Account Fee | \$5.00 per month for each acct., following 24 consecutive months of inactivity |
| Duplicate Statement | \$5.00 each |
| Fax Service | \$3 first page/\$1 for each additional page |
| Foreign Check Collection: | \$15.00 each, plus correspondent bank fee |
| • Canadian Checks in US Dollars | \$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 | \$5.00 each |
| Money Order | \$3.00 each |
| Night Deposit Bag – Locking | \$25.00 each |
| Notary Fee (non-customers) | \$5 per signature |
| Overdraft Fee (non-sufficient/uncollected/or returned item) | \$32.00 per item. Daily maximum of \$160 for consumers, \$320 for businesses |
| 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 | \$32.00 each |
| Telephone Transfers (non-automated) | \$3.00 each |
| Temporary Checks | \$1.00 per sheet |

| Wires: | |
|---|---------------------|
| • Incoming | No charge |
| • Outgoing Domestic | \$30.00 each |
| • Outgoing Foreign | \$50.00 each |
| Zipper Bags | \$5.00 each |
| Safe Deposit Box (annual fee per box size): | |
| • 1.5x4.5 | \$22 |
| • 2x5 | \$30 |
| • 3x4.5 | \$24 |
| • 2.5x4.5 | \$37 |
| • 3x5 | \$40 |
| • 2x10 | \$35 |
| • 4x5 | \$45 |
| • 5x5 | \$50 |
| • 6.5 x 4.5 | \$50 |
| • 4 x 9.5 | \$54 |
| • 3x10 | \$60 |
| • 4x10 | \$70 |
| • 5x10.5 | \$78 |
| • 5x10 | \$80 |
| • 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 | |
| External Transfer Outbound Fee ⁴ | \$5.00 per transfer |
| Mobile Deposit ⁴ | No Charge |
| Online Banking Stop Payment ⁴ | \$25.00 per item |
| Bar Harbor Bill Pay ⁴ | |
| Expedited Payment: | |
| • Overnight Delivery | \$19.95 per item |
| • 2nd day delivery (check payees) | \$14.95 per item |
| • 2nd day delivery (electronic payees) | \$4.95 per item |
| Specialty Checks: | |
| • Gift Check | \$2.99 per item |
| • Donation Check | \$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:

Federal Deposit Insurance Corporation, Consumer Response Center
 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

¹Fee for using foreign ATMs, those not owned by Bar Harbor Bank & Trust. Other banks may also charge a fee.

²Excluding Vermont per statute.

³Note: Business Online Banking and Remote Deposit Capture fees are disclosed separately at account opening for relevant accounts.

⁴Online and/or mobile carrier fees may apply.

| 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: <ul style="list-style-type: none"> • 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 . |
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| Who we are | |
|---|--|
| Who is providing this notice? | Bar Harbor Bankshares and its affiliates. Our affiliates include Bar Harbor Bank & Trust, Bar Harbor Trust Services, and Charter Trust Company. |
| 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 <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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. <ul style="list-style-type: none"> • Bar Harbor Bank & Trust, Bar Harbor Trust Services, and Charter Trust Company. |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • 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. <ul style="list-style-type: none"> • 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: Federal Deposit Insurance Corporation, Consumer Response Center, 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 . Customers can also contact the Maine Bureau of Financial Institutions at 800-965-5235 or 207-624-8570 or Online at www.maine.gov/pfr/financialinstitutions | |
| 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. | |

Have questions?

We're here to help!



Visit your local branch



Call Customer Service at 888-853-7100



Learn more at www.barharbor.bank

We're all working toward something.

We work to help you reach your financial goals.



www.barharbor.bank • 888-853-7100