Effective December 7, 2026

Personal & Business Account Terms & Conditions

Important information for Pittsfield Cooperative Bank customers

Trailmark Bank

Contents

1. General Banking **3**

Your Deposit Account (Terms and Conditions of Your Account) **3**

Privacy Notice **30**

Consumer Protection Information **35**

2. Consumer Banking **36**

Fee Schedule – Consumer *Effective 12/7/2026* **36**

Check Processing in the 21st Century **38**

Overdraft Protection Services Offered **40**

What you need to know about overdrafts and overdraft fees **41**

Occasional Overdraft Protection Services Policy **43**

Truth in Savings Act Disclosures **44**

Cashback Checking **44**

Free Checking **45**

HSA Checking **46**

Premier Checking **47**

Student Checking **48**

Everyday Savings **48**

High Yield Savings **49**

Landlord Tenant Security Account **50**

Student Savings **51**

Personal Money Market **52**

Premier Money Market **53**

Certificate of Deposit **54**

3. Business Banking **56**

Important Account Information for Our Business Customers **56**

Fee Schedule – Business *Effective 12/7/2026* **78**

Business Account Disclosures (Specific Account Details) **80**

Business Checking **80**

Business Advantage Checking **81**

IOLTA Checking **82**

Business Savings **83**

Business Advantage Savings **84**

Business Money Market **85**

Business Money Market (PCB) **86**

4. Loans **88**

Notice of Transfer of Mortgage Servicing for Loan Customers **88**

5. Retirement Plans **89**

IRA Change in Custodian **89**

Section1:

General Banking

Your Deposit Account

Terms & Conditions of Your Account

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 (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

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

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

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

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

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

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

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

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

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

WITHDRAWALS

Important terms for accounts where more than one person can withdraw – Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks – A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act.

Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

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

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

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

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

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

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

UNDERSTANDING AND AVOIDING OVERDRAFT AND INSUFFICIENT FUNDS (NSF) CHARGES

Generally – The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and insufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and insufficient funds transactions.

An overdrawn account will typically result in you being charged an overdraft charge or an NSF charge. Generally, an overdraft occurs when the available balance of funds in your account is inadequate to cover a transaction, but we pay (or cover) the transaction anyway. An insufficient funds transaction is slightly different. In an insufficient funds transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our Occasional Overdraft Privilege Service and we cover a transaction when the available balance of funds in your account is inadequate to pay or cover the transaction, we will consider that an overdraft. We treat all other transactions for which the available balance of funds in your account is inadequate to pay or cover a transaction as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

Determining your available balance – We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger or current balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger or current balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts – You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the 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, or not paying, discretionary 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 (sometimes referred to as "everyday") 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 charges.

If we pay a check, debit card transaction or other item on your behalf, you will be responsible for the overdrawn balance, and we may charge you an overdraft fee. As discussed under the "A temporary debit authorization hold affects your account balance" subsection below, pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft charges. For example, if you have $100 in your account and you use your debit card at a gas station and a preauthorization hold of $70 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only $60, then the authorization hold reduces your available account balance to $30. If you then use your debit card to spend $40 on groceries and we pay this debit on your behalf, you will be responsible for paying the overdrawn balance of $10, and we may charge you an overdraft charge.

Insufficient funds (NSF) charges – If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an insufficient funds charge for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an insufficient funds charge each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types – Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "*Payment order of items*" subsection below.

Important information regarding "decoupled" debits – Decoupled debits are transactions made using debit cards or apps offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card/app issuer with the information it needs to link the decoupled debit card/app to your account with us.

Once this is done, you can typically use a decoupled debit card/app as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards/apps may originate as debit card transactions paid by the card issuer, we receive and process them, as well as decoupled debit app transactions, as ACH transactions.

Additionally, you need to refer to your agreement with the decoupled debit card/app issuer to understand the terms of use for that card/app. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards/apps issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card/app you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or insufficient funds charges.

Funds availability – Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our *funds availability disclosure* (generally titled, "*Your Ability to Withdraw Funds*") for information on when different types of deposits will be made available for withdrawal. For an account to 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. 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. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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 when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. 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 could be three calendar days, or even longer in some cases, 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 one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount and results in a negative balance, that transaction will be an insufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an insufficient funds charge or overdraft charge according to our NSF or overdraft fee policy. If another transaction is presented for payment which is greater than the funds left after the deduction but results in a positive balance, that transaction will be an uncollected funds transaction. You will be charged an uncollected funds charge for this transaction.

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.

Payment order of items – The order in which items are paid is important if the available balance of funds in your account is inadequate, 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.

In general, we pay checks and other transactions in the order they are presented to us, regardless of when you issued or authorized them. Checks presented for payment at our branch are processed and posted to your account at the time of payment. Our policy for paying checks not presented at our branch is to pay according to dollar amount, from smallest to largest on the day posted. Merchants have the ability to convert your paper check to an electronic funds transfer. Checks processed as electronic funds transfers and ACH debits to your account are posted to your account as they are received by our processor throughout the day. One time debit card (also referred to as point-of-sale or "POS") transactions and ATM transactions post to your account when transmitted to us, which may occur immediately or up to several days later. You understand that the merchant or its processor (and not us) determines when an item will be presented to us for payment from your account.

If a check, item or transaction is presented without sufficient funds in your account to pay it, you will be charged an insufficient funds or overdraft charge according to our NSF or overdraft fee policy. An uncollected funds charge may be imposed for items presented against unavailable or uncollected funds. By paying items in check order, our policy is to pay items in the same order you intended their payment when you issued them. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft, insufficient funds, and uncollected funds charges are disclosed in our Fee Schedule. The categories of transactions for which an overdraft, insufficient or uncollected funds charge may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means. Your rights to opt-in to overdraft services for ATM and one-time debit card transactions, if applicable, are disclosed elsewhere. 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 charges.

Important information regarding electronic payment transactions – We commonly receive items electronically to be paid out of your account multiple times per day in what is referred to as presentment files. We can receive more than one ACH presentment file per day. Each presentment file received commonly contains a large amount of a specific type of item (electronic check conversion transactions, ACH, or ATM/POS).

A presentment file may contain multiple items to be paid out of your account. When we receive a presentment file that contains multiple items to be paid out of your account, the items will be paid in the following order: checks (such as electronic checks created in electronic check conversion transactions) are paid in dollar amount from smallest to largest on the day posted; ACH credits, if any, will be posted to your account from largest to smallest, (subject to the "*Deposits*" section above, relating to provisional credit) before ACH debits are paid from your account from smallest to largest dollar amount; ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed with a staff member at our branch, are generally paid at the time they are performed.

If there is not enough money in your account to pay all of the items that are presented, we may (a) return the item unpaid, or (b) pay the item in our sole discretion, which would create an overdraft on your account. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overall charges you have to pay if funds are not available to pay all of the items. If your account lacks sufficient funds to pay a check, preauthorized transfer, or other item

presented for payment as determined by your available account balance, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds. The amounts of the overdraft charge or NSF charge or charge for returned item fees are disclosed in our *Fee Schedule*. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

How we decide to pay an item or debit – The available balance in your account reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, if applicable; deposit holds, and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). Those pending transactions and holds reduce your available balance. For example, you have $100 in your account and a pending transaction of $30. Your available balance is $70 because the pending $30 transaction reduces your available account balance.

How we assess fees – If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you a fee if we return the item or pay the item on your behalf.

Return item for insufficient funds – If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you an NSF charge. Pursuant to NACHA Operating Rules and Guidelines (which govern ACH transactions) and other applicable laws, an item may be presented for payment more than one time by another party. We may charge you an insufficient funds (NSF) charge for each time an item is resubmitted to us or each time a check (including a check conversion transaction) is re-presented to us for payment, which means you may incur multiple NSF charges if an item is returned more than one time. For example, if you write a check from your account with us and the check is returned for insufficient funds, then we may charge you an NSF charge. If the same check is then re-presented to us for payment, and the check is returned again for insufficient funds, then we may charge you an NSF charge the second time the check is presented for payment and returned for insufficient funds. We cannot control when another party resubmits an item or re-presents a check for payment, and the other party's right to do so may be governed by the NACHA Operating Rules and Guidelines and other applicable laws.

CHAPTER 167D ACCOUNTS ("18-65 ACCOUNTS") – Except as indicated below, we do not intend to subject your account to (i) a service, maintenance or similar charge, (ii) a minimum balance requirement, (iii) a charge for a deposit or withdrawal, or (iv) a fee for the initial order or subsequent refills of the basic line of checks offered by us if you qualify for the minor or senior citizen exemption under Chapter 167D of Massachusetts General Laws. You should notify us if you or your joint account holder qualify so that we may administer your account accordingly. Despite this exemption, we may assess a fee for certain services in accordance with our published service charge schedule, including stop payment orders, wire transfers, certified or bank checks, money orders, deposit items returned, transactions at electronic branches and through other electronic devices, and services not directly associated with the deposit, withdrawal or transfer of funds from any such account. We may also assess you a reasonable charge when payment on any check or other transaction on the account has been refused because of insufficient funds or has been paid despite insufficient funds (as permitted by law).

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

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 Account – One or two of you (called trustees) may create such an account in trust for other persons. Payments may be made to the trustee, or if there are two trustees, to either or both of the trustees or the survivor. Upon the death of the trustee or the death of both trustees, payment may be made to the person or persons who survive the death of the last surviving trustee in an equal portion of the funds for whom the trust was made, or that person's legal representative.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. 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 automation. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months.

Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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

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

TELEPHONE TRANSFERS – A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

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

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

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

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

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account.

Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

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

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

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

OUR RIGHT TO REFUSE OR CLOSE ACCOUNTS – We reserve the right to refuse to: 1) open any account; 2) terminate a deposit account at any time.

STATEMENTS – Statements are a valuable tool to, among other things, help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items – Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss

will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

Your duty to report other errors or problems – In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures or alterations. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

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

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

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

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

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

TEMPORARY ACCOUNT AGREEMENT – If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

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. 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.

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 – The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than $1,000." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

FACSIMILE SIGNATURES – Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us.

You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

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

would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

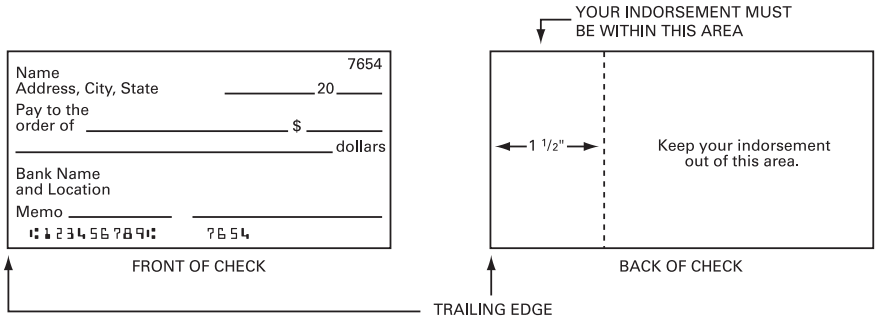
CHECK CASHING – We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under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

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.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 11/2" of the "trailing edge" of a check.

Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 11/2" of that edge.



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

These indorsement guidelines apply to both personal and business checks.

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

ACCOUNT SECURITY

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

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. 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.

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

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.

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

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

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

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

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

CLAIM OF LOSS – The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, *"Electronic Fund Transfers."* For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

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

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

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

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 an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

FUNDS TRANSFERS – Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, 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 and other funds-transfer system rules, as applicable. 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 or other funds-transfer systems. 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.

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.

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 who has unconditional use of the account when he or she reaches the age of majority. Before that time, 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 may be required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently



asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

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. 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. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type	TIN
Individual	SSN of the individual.
Joint Account	SSN of the owner named first on the account.
Uniform Transfer to Minor	SSN of the minor.
Informal (Revocable) Trust	SSN of the owner.

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. 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. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

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.

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

INACTIVE ACCOUNTS

We will consider your Deposit Account inactive if there is no activity in your Account for a period of 365 consecutive days. Interest credited to the account does not qualify as activity to keep the account active. If we consider your Account inactive, then (unless prohibited by federal law or the law of the state where we maintain your account) we may:

- Charge inactive account fees on the account in addition to regular monthly maintenance and other fees (see the current *Fee Schedule*),
- Reject account transactions including, but not limited to: Online Banking Transactions/ Transfers, Telephone Banking Transactions/Transfers, Balance Protection Transfers,

Preauthorized Transactions (A.K.A. Allotments), Automated Clearing House (ACH) Transactions, Debit Card/ATM Transactions and Checks Presented.

Electronic Fund Transfers

Your Rights and Responsibilities

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

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

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

BANK BY PHONE TELEPHONE TRANSFERS – TYPES OF TRANSFERS – You may access your account by telephone 24 hours a day at **1-888-338-7272** using your personal identification number, a touch tone phone, your account numbers, and your social security number, to:

- transfer funds from checking to checking
- transfer funds from checking to statement savings
- transfer funds from checking to money market
- transfer funds from statement savings to checking
- transfer funds from statement savings to statement savings
- transfer funds from statement savings to money market

- transfer funds from money market to checking
- transfer funds from money market to statement savings
- transfer funds from money market to money market
- make payments from checking to loan accounts with us
- make payments from statement savings to loan accounts with us
- make payments from money market to loan accounts with us
- get information about:
  - the account balance of checking accounts
  - the last five deposits to checking accounts
  - the last five withdrawals from checking accounts
  - the account balance of statement savings accounts
  - the last five deposits to statement savings accounts
  - the last five withdrawals from statement savings accounts
  - the account balance of money market accounts
  - the last five deposits to money market accounts
  - the last five withdrawals from money market accounts

ATM Transfers – types of transfers and dollar limitations –You may access your account(s) by ATM using your ATM/Debit Mastercard™ and personal identification number, to:

- make deposits to checking account(s) with an ATM/Debit card
- make deposits to statement savings account(s) with an ATM/Debit card
- make deposits to money market account(s) with an ATM/Debit card
- get cash withdrawals from checking account(s) with an ATM/Debit card
  - you may withdraw no more than $510 per day
- get cash withdrawals from statement savings account(s) with an ATM/Debit card
  - you may withdraw no more than $510 per day
- get cash withdrawals from money market account(s) with an ATM/Debit card
  - you may withdraw no more than $510 per day
- transfer funds from statement savings to checking account(s) with an ATM/Debit card
- transfer funds from statement savings to statement savings account(s) with an ATM/Debit card
- transfer funds from statement savings to money market account(s) with an ATM/Debit card
- transfer funds from checking to checking account(s) with an ATM/Debit card
- transfer funds from checking to statement savings account(s) with an ATM/Debit card
- transfer funds from checking to money market account(s) with an ATM/Debit card
- transfer funds from money market to statement savings account(s) with an ATM/Debit card
- transfer funds from money market to checking account(s) with an ATM/Debit card
- transfer funds from money market to money market account(s) with an ATM/Debit card
- get information about:
  - the account balance of your checking accounts
- with an ATM/Debit card
  - the account balance of your statement savings accounts
- with an ATM/Debit card
  - the account balance of your money market accounts
- with an ATM/Debit card

ATM transaction cut-off time is 6:00 P.M.

Some of these services may not be available at all terminals.

TYPES OF DEBIT MASTERCARD™ POINT-OF-SALE TRANSACTIONS –You may access your checking or money market checking account(s) to purchase goods (in person, online, or by

phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions – dollar limitations – Using your debit card:

- you may not exceed $2,500 in transactions per day.

Debit Mastercard point-of-sale transaction cut-off time is 6:00 P.M.

Types of Debit Mastercard™ Money Transfer Transactions – Money transfers are peer-to-peer (P2P) payments made by using a third-party money transfer application (for example: Venmo, PayPal, CashApp, etc.) you have linked to your debit card. You may access your checking or money market checking account(s) to pay or receive money from friends, family, or businesses by using a money transfer application (online or by use of a mobile app).

Money Transfer Transactions – dollar limitations – Using your money transfer application linked to your debit card:

- You may not exceed $1,500 in debit transactions per day or $7,500 in debit transactions per week. The number of debit money transfers per day are limited to 3 per day and 15 per week.
- You may not exceed $2,500 in credit transactions per day or $12,500 in credit transactions per week. The number of credit money transfers per day are limited to 3 per day and 15 per week.

Debit Mastercard money transfer transaction cut-off time is 6:00 P.M.

Currency Conversion and Cross-Border Transaction Fees. If you initiate a transaction with your Debit Mastercard in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

Mastercard charges us a Currency Conversion Assessment for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee and a Cross-Border Transaction fee. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

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

Zelle® Transfers. You may use Zelle to access your account(s) by logging onto your Online Banking or Mobile Banking platforms to make Person to Person payments.

- For Consumers only – only done through the Zelle application in Online/Mobile Banking
- Only domestic transfers can be done through Zelle, only through users participating with Zelle at this or another financial institution.

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.
- Please refer to our separate *fee schedule* for additional information about charges.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal.
- **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 **(413) 743-0001** to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us for your statement savings, checking, or money market accounts.

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 is how:

  Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

  Please refer to our separate *fee schedule* for the amount we will charge you for each stop payment order you give.

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

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

FINANCIAL INSTITUTION'S LIABILITY

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

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

An "Unauthorized Transfer" occurs when money is sent from your Account that you did not authorize and that did not benefit you. For example, if someone steals your debit card number, uses the debit card number to access your Account, and sends a payment from your Account, an Unauthorized Transfer has occurred. However, the following are NOT considered Unauthorized Transfers:

- If you give someone access to your Account (for example, by giving them your PIN for your debit card) and they use your Account to purchase or withdraw more than you intended or without your knowledge or permission, unless you have notified us that transfers by that person are no longer authorized; or
- If you, or someone else with whom you are acting in concert, act with fraudulent intent.

a. Consumer liability.

- *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or debit card. Telephoning is the best way of keeping your possible losses down. You could lose up to $50 if someone used your card and/or code without your permission.

  Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back the money you lost (up to $50) after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

  If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

- *Additional Limits on Liability for Debit Mastercard™.* You will not be liable for any unauthorized transactions using your Debit Mastercard™ if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. In the event these additional limits do not apply (e.g., if you failed to exercise reasonable care or failed to promptly notify us) the liability limits of Regulation E (described above) apply.

  Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

b. Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or debit card without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or

receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Trailmark Bank
Compliance Department
P.O. Box 1076
Pittsfield, Massachusetts 01201

Business Days: Monday through Friday
Excluding Federal Holidays

Phone: (413) 743-0001

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Your Ability to Withdraw Funds

This policy statement applies to all deposit accounts.

Our policy is to make funds from your cash and 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. Once the funds are available, you can withdraw them in cash 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. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing on a business day, on a Saturday, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 6:00 P.M. 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 at an ATM at 6:00 P.M. or later, on a Saturday, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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.

Night-drop Depository: Funds deposited into the Night-Drop Depository after 8:00 A.M. on a business day, on a Saturday, or on a non-business day, are considered deposited on the next business day.

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

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.

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

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

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the first 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.

Addendum to Trailmark Bank Deposit Account Agreement

This Addendum ("Addendum") amends the Terms and Conditions of your deposit account with Trailmark Bank (together with this Addendum, the "Agreement"). READ THIS ADDENDUM CAREFULLY AS IT AFFECTS HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. IF YOU DO NOT OPT OUT AS PROVIDED BELOW, ALL DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO BINDING INDIVIDUAL ARBITRATION. Solely for purposes of this Addendum, the terms "we," "us," "our" and financial institution in addition to referring to Trailmark Bank, also refer to Trailmark Bank's employees, officers, directors, parents, agents, subsidiaries, affiliates, successors and assigns.

From time to time, you may have concerns having to do with your deposit account or other matters. Most concerns can be resolved by calling our representatives at **413-743-0001**.

In the event that a Dispute (as defined below) arises between you and us about your deposit account or any services that we provide, you and we agree to work in good faith to resolve such Dispute.

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

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

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

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

Disputes Covered. The term "Dispute" includes any and all claims, disputes, actions or other controversies, whether based in contract, tort, statute, fraud or any other legal or equitable theory, that arise out of or are related to the Agreement; your deposit account; any transaction, service, product or fee/charge related to your deposit account; or any other aspect of the relationship between you and us; provided, however, that the term "Dispute" does not include any claim, dispute, action or other controversy involving a consumer credit transaction secured by your dwelling (including a home equity line of credit secured by your principal dwelling) or consumer credit you received while you were a "covered borrower" as that term is defined by the rules and regulations of the Department of Defense implementing the Military Lending Act. Disputes subject to arbitration include those based on present, future or past events (including events that occurred before the effective date of this Addendum or any earlier agreement governing the terms and conditions of your deposit account), whether asserted as original claims, counterclaims, cross-claims, third-party claims, interpleaders, or in any other form.

Mail a Notice of Dispute. If you have a Dispute and our representatives cannot resolve it, you agree to send a written Notice of Dispute to:

Trailmark Bank
Compliance Department
P.O. Box 1076
Pittsfield, Massachusetts 01201

The Notice must describe your Dispute and clearly state what you want us to do. If we do not reach an agreement to resolve the Dispute within 30 days after we receive the Notice, either you or we may commence an arbitration proceeding or seek relief in small claims court as specified above.

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

Arbitration Procedures. The AAA will conduct the arbitration under its Consumer Arbitration Rules ("AAA Rules"), as they may be modified by this Addendum. Any Dispute submitted for arbitration shall be heard and decided by a single arbitrator. For Disputes less than $10,000, the arbitration will be conducted pursuant to the AAA's Procedures for the Resolution of Disputes through Document Submission unless the arbitrator determines that an in-person, telephone or videoconference hearing is necessary. For Disputes $10,000 or greater, arbitration may be conducted in person, through the submission of documents, or by phone or videoconference, and the parties' right to a hearing will be determined by AAA Rules. Proceedings that cannot be conducted through the submission of documents or by phone or videoconference will take place at a location reasonably convenient for both of us, or if we are unable to agree, at a location determined by the arbitrator.

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

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

Costs of Arbitration. If you submit a Demand to the AAA, you will pay the initial filing fee unless you get a fee waiver under the AAA Rules. If we submit a Demand, we pay the initial filing fee. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the AAA Rules and applicable law. However, we will advance or reimburse your fees if the AAA or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so.

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

in arbitration, we agree that we will not seek such an award, unless the arbitrator finds that your Demand was not made in good faith or is frivolous, in which case you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under AAA Rules.

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

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

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

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

OPT OUT PROCEDURE. You have the right to opt out of this Addendum and doing so will not affect any other terms of the Agreement or your relationship with us. To opt out of this addendum, you must mail us written notice of your opt-out decision, postmarked within 30 days of opening your deposit account. Your opt out notice must include your name, address, account number for each deposit account you wish to opt out and your signature and must be mailed to:

Trailmark Bank
Compliance Department
PO Box 1076
Pittsfield Massachusetts 01201

This is the only method by which you can opt out of this Addendum. For joint accounts, an opt-out notice signed by one account owner shall apply to all owners listed on the deposit account. This Addendum will apply to any Dispute relating to any account(s) for which we do not receive a timely and proper opt-out notice as described in this paragraph (including Disputes involving account owners added to your deposit account in the future).

If you opt out of this Addendum, all other parts of the Agreement between you and us will continue to apply to your account(s). Opting out of this Addendum has no effect on any previous, other, or future arbitration agreements that you may have with us.

Privacy Notice

November 2026

Facts	**WHAT DOES TRAILMARK BANK DO WITH YOUR PERSONAL INFORMATION?**
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ■ Social Security Number and Transaction History ■ Account Balances and Credit History ■ Payment History and Wire Transfer Instructions The types of personal information we collect and share depend on the product or service you have with us. This information
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 Bank chooses to share; and whether you can limit this sharing.

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

Reasons we can share your personal information	Does Trailmark Bank share?	Can you limit this sharing?
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 **413-743-0001**

Who We Are	
Who is providing this notice?	Trailmark Bank

What We Do	
How does Trailmark Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Trailmark Bank collect my personal information?	We collect your personal information, for example, when you: ■ open an account or use your credit or debit card ■ pay your bills or give us your contact information ■ apply for a loan We also collect your personal information from others, such as credit bureaus, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: ■ sharing for affiliates' everyday business purposes – information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under the law.

(Continued on next page)

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ Trailmark Bank has no affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ Trailmark Bank does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ Our joint marketing partners may include credit card companies, investment and insurance companies.

Note: If you have already opted-out you do not need to do so again.

Mail-in Form			
	Mark any/all you want to limit: ❑ Do not share information about my creditworthiness with your affiliates for their everyday business purposes. ❑ Do not allow your affiliates to use my personal information to market to me. ❑ Do not share my personal information with nonaffiliates to market their products and services to me.		
	Name		Mail to: Trailmark Bank P.O. Box 1076 Pittsfield, MA 01201
	Address		
	City, State, Zip		
	Account #		

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Consumer Protection Information

DEBIT CARD FRAUD PROTECTION

Due to the need for increased security measures and for your protection, Trailmark Bank has blocked or restricted the use of ATM/debit cards in some foreign countries. Please inquire with a customer service representative by stopping into one of our branch offices or by calling **413-743-0001** for the complete list of blocked and/or restricted countries prior to traveling to inquire on which countries are blocked/restricted and to determine if we are able to exclude your debit card from the restriction. ATM or PIN-based transactions may also be affected. In most cases, we may be able to unblock your restricted access. We are sorry for any inconvenience this may cause. **We take your account security very seriously and encourage you to contact us prior to any traveling.**

It's always a good idea to have a back-up form of payment in case your debit card is lost or stolen.

If you suspect credit/debit card fraud

If your credit cards are lost or stolen, contact the issuer(s) immediately. Most credit card companies have toll-free numbers and 24-hour service to deal with these emergencies – they are eager to avoid credit card fraud.

According to US law, once you have reported the loss or theft of your credit card, you have no more responsibility for unauthorized charges. Further, your maximum liability under federal US law is $50 per card — and many card issuers will even waive that fee for good customers.

If you follow all these tips, it will go a long way in protecting you from credit/debit card fraud.

Beware of Phishing Activity

Beware when receiving voice or text messages that state your bank card or credit card has been deactivated or is at risk of expiring and further instructs you to press a number to reactivate it. Do not press the number or enter your card information and instead report the call to your bank or credit card company.

Section 2:

Consumer Banking

Consumer Fee Schedule

Effective 12/7/2026

Accounts	
Monthly Inactivity Fee A fee will be assessed when an account has a balance of $100.00 or less, no customer-initiated activity for 180 days or more (excluding interest postings), and all account owners are over age 18.	$5.00
Deposit Return Item Fee	$6.00
Stop Payment Fee Check Pre-Authorized Debit/ACH Zelle®	 $30.00 $30.00 $30.00
Insufficient Funds/Overdraft Charge *(each)* NSF or overdrafts created by check, in person withdrawal, ATM withdrawal or other electronic means (limit 3 per day)	$30.00
Insufficient Funds/Overdraft Charge for "18/65" Accounts *(each)* NSF or overdrafts created by check, in person withdrawal, ATM withdrawal or other electronic means (limit 3 per day)	$5.00
Uncollected Funds Charge *(each)* Created by check, in person withdrawal, ATM withdrawal or other electronic means (limit 1 per day)	$30.00
Uncollected Funds Charge for "18/65" Accounts *(each)* Created by check, in person withdrawal, ATM withdrawal or other electronic means (limit 1 per day)	$5.00
Overdraft Protection Transfer Fee (*per day)* Charged to account transferred from	$5.00
Outgoing IRA Fee *(Includes Account Closure)*	$30.00

Important Information Regarding Overdraft, Insufficient Funds, And Uncollected Funds Charges

Overdraft, Insufficient Funds, and Uncollected Funds status may be determined on an available balance rather than your current balance. An item returned unpaid due to insufficient funds may be represented multiple times, an insufficient funds charge may be assessed each time it is returned. Please review the *Understanding and Avoiding Overdraft and Insufficient Funds (NSF) Charges* section of your account terms and conditions.

Safe Deposit Box *(Contents Not Insured)*	
Replacement Key	$50.00
Late Payment	$10.00
Drilling Box	$275.00

Wire Transfers	
Outgoing Wire Fee – Domestic	$25.00
Outgoing Wire Fee – International	$50.00

ATM & Debit Card	
ATM Card Replacement	$5.00
Debit Card Replacement	$10.00
Expedited Delivery Fee	$25.00
ATM Withdrawal Service At Trailmark Bank Non-Trailmark Bank ATMs	 No Fee $3.00

Research	
Research and Reconciliation Fees	
Hourly	$30.00
Statement Copy *(per statement)*	$3.00
Check Copy *(per check)*	$3.00

Administrative	
Official Check Fees	
Money Orders	$3.00
Treasurer's Checks	$5.00
Temporary Checks *(per sheet)*	$3.00
Deposit Tickets *(per sheet)*	$3.00
Returned Check Order *(incorrect address)*	$20.00
Foreign Check Collection *Processing fees assessed by other banks for collection of a check will (or may) be added to the fees below*	
Check amounts less than $50,000	$23.00
Check amounts of $50,000 or more	$40.00
Signature Validation Program *(SVP)*	$10.00
Deposit Bag	$5.00
Night Drop Replacement Key	$5.00
Escheatment	$50.00
Levy/Garnishment	$75.00

Zelle is a registered trademark of Early Warning Services, LLC

Check Processing in the 21st Century – Check 21

SUBSTITUTE CHECKS AND YOUR RIGHTS

In October of 2003, Congress passed the Check Clearing for the 21st Century Act – commonly referred to as "Check 21". The law allows for checks to be cleared electronically rather than being physically transported between Federal Reserve Banks for processing in paper form.

WHAT IS A SUBSTITUTE CHECK?

Most people are aware that it has become commonplace for images to be digitized and sent as data bits from point A to point B. It's this technology that will be utilized to secure and expedite the movement of funds between financial institutions. This improved efficiency in processing checks was Congress's goal as they looked for ways to bring the check clearing process into the 21st century.

As of October 28, Federal law permits banks to replace original checks with "substitute checks". **A Substitute Check** is similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check".

WHAT WILL I SEE?

Not all banks will create substitute checks, but some of the checks or check images that you receive back from us may be substitute checks. This means that your original check may no longer be available or returned to the bank. In fact, the financial institution that converts your check is required to destroy the original paper check once a substitute check has been created. This will prevent the original check from being re-presented for payment. Remember, a substitute check is the **legal equivalent of your original check**, and is acceptable proof of payment for all purposes. It is an image of this substitute check you may see with your statement. Again, not all banks will create substitute checks, and even those that do will not convert all checks, but you will see more and more substitute checks as time goes on.

IMPORTANT NOTE:

These processing changes will dramatically reduce the amount of time it takes to clear checks that you write. You must ensure you have sufficient funds in your account at the time you write and issue the check to prevent overdrafts.

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

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

The amount of your refund under this procedure is limited to the amount of your loss, or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND?
If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call us at **(413) 743-0001** or write us at **P.O. Box 1076, Pittsfield, MA 01201**. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed, such as an image) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.

AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC CHECK CONVERSIONS
In addition to the changes that will occur in clearing checks deposited into financial institutions, there are other ways that your check may be converted into data. In the past 3 years, many businesses have slowly begun to take advantage of changes that have occurred in the Automated Clearing House (ACH) rules that allow them to convert your check into an electronic payment.

You may have seen these on your statement already. There are a number of ways in which these conversions may occur:

- You send a check to pay your credit card bill, utility bill, or to make your car payment. Rather than getting back an image of the check you wrote, the payment becomes a line item on your statement. The line item includes the date the payment cleared your account, the number on the check you wrote, the company to whom you made payment, and the amount of the check. You have a right to opt out of this type of conversion, but you must notify the company to which you send payment that you do not want your check converted to an electronic payment.
- You write a check at a supermarket or retailer. The cashier takes your check, runs it through a reader, then hands the check back to you. This is a Point-of-Purchase check conversion. You must be notified by the merchant that your check will be converted to a one-time electronic funds transfer, and you will get a receipt showing the date, time, amount, location and name of the merchant. This type of transaction will also appear as a line item on your statement.

You write a check to a company, and it is returned for insufficient funds. The company may convert that check to an electronic payment and send it back to the bank for collection. They are allowed to do this two times after the check is originally returned.

YOU HAVE SOME PROTECTIONS
You have the right to opt out of electronic check conversions. You must opt out through the company that has converted your check, or given you notice of their intention to do so.

When checks are converted into ACH transactions they are governed by the Electronic Funds Transfer Act (Reg E). This act grants you certain rights and recourses if an electronic error occurs in your account. Some of the rights granted under the act are detailed below. Full disclosure of your rights under this law are included in the account disclosure you received when you opened your account or you may request a copy from your customer service representative. Feel free to contact the bank if you have any questions concerning check processing or conversions.

ELECTRONIC ERROR RESOLUTION PROCEDURES
In case of errors or questions about your electronic transfers, call or write us at the Main Office telephone number/address listed in this brochure as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and the account number (if any)
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Trailmark Bank
Compliance Department
P.O. Box 1076
Pittsfield, Massachusetts 01201

Overdraft Protection Services

Trailmark Bank offers 3 (three) forms of overdraft protection services. You may never have a need for these services, but we know that unforeseen things and mistakes can happen. The best way to avoid this is to record every transaction you and any joint account holder initiates, both paper and electronic; then carefully balance and reconcile your checkbook activity (don't forget electronic transactions) and ending balance with/to your monthly checking account statement; and be sure to do this each and every month. This will help you catch mistakes, if any.

Have you ever:

- Made a mistake in your checkbook?
- Forgotten to record a deposit? A purchase? A withdrawal? A check order?
- Had to "guess" at what transactions a joint owner has made?
- Had the embarrassment and expense of a returned check?

We cannot guarantee these things will never happen, but we can offer one or more of the following solutions:

1. You may apply for our Overdraft Protection Line of Credit (LOC) service. An Overdraft Protection LOC is approved by the lending department and involves a transfer from the established line of credit to the checking account for a minimum advance of $50, or exactly the amount of the overdraft provided the amount of the overdraft equals or exceeds $50 and does not exceed your available limit. The minimum overdraft protection limit is $500. There is an annual fee for Overdraft Protection LOC and customers are assessed interest on the amounts drawn. Ask about our current fee and interest rate.
2. You may sign up for our Overdraft Transfer to Checking. A transfer from your savings or money market account with us can be established by the branch staff and involves an

automated transfer from an eligible savings or money market account to the checking account for the exact amount of the overdraft (or whatever is available up to the exact amount). There is a charge for the service each time it is utilized. Please see our Fee Schedule for our current fee.

3. You may automatically qualify for our Occasional Overdraft Privilege Service (OOPS!™) per the terms of your existing Checking Account Agreement. Please see our *OOPS! Policy* for complete information on this Service.

What You Need To Know About Overdrafts and Overdraft Fees

An overdraft occurs when the available balance of funds in your account is inadequate to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We offer overdraft protection plans, such as a link to your savings account and/or overdraft line of credit, which may be less expensive than our standard practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments
- Recurring debit card transactions

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to by completing and returning the form located at the bottom of this notice:

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we ¬do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

What charges will I be assessed if Trailmark Bank pays my overdraft?

Under our standard overdraft practices

- We will assess an overdraft charge up to $30 each time we pay an overdraft. ($5 for MA 18/65 eligible account holders of eligible accounts.)
- We limit overdraft charges to three (3) per day.
- You will not be assessed an overdraft change for overdrafts of $5 or less or on transactions of $5 or less that cause an overdraft.

What if I want Trailmark Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, complete the form below and return it to the Bank.

I want Trailmark Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions. I understand that I have an ongoing right to revoke this consent at any time.

Signature: _____

Printed Name: _____

Date: _____

Account Number: _____

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Occasional Overdraft Privilege Service (Oops!) Policy

Revised December 2026

Trailmark Bank ("we, us or our") offers the Occasional Overdraft Privilege Service (OOPS!). If your account qualifies for Occasional Overdraft Privilege, we will consider, without obligation on our part, paying items for which your account has insufficient or unavailable funds, instead of automatically returning those items unpaid. This document explains how Occasional Overdraft Privilege operates.

Transactions that May Qualify for Occasional Overdraft Privilege Service!

An overdraft occurs when the available balance of funds in your account is inadequate to cover a transaction. Although there are many reasons why your account might become overdrawn, most overdrafts result from the following:

a. You write a check, swipe your debit card or initiate an electronic funds transfer in an amount that exceeds the amount of funds available in your account;

b. You deposit a check or other item into your account and the item is returned unpaid, which causes a negative balance in your account once your balance is reduced by the amount of the returned check;

c. You have inadequate funds in your account when we assess a fee or service charge; or

d. You initiate a transaction before funds deposited into your account are "available" or "finally paid" according to our Funds Availability Policy. For example, if you deposit a check into your account, the proceeds of that check may not be available to you for up to seven business days after you deposit the check. If you do not have sufficient funds in your account, independent of the check, to cover the transaction, you will incur an overdraft.

The OOPS! Service applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, recurring debit card transactions, ATM transactions and everyday debit card transactions; however, on consumer accounts only, we will not include ATM and everyday debit card transactions within our OOPS! service without first receiving your affirmative consent to do so. Absent your affirmative consent, ATM and everyday debit card transactions generally will not be paid under OOPS! on consumer accounts.

Participation in OOPS! is not mandatory. You may opt-out of the service any time by notifying one of our customer service representatives. Furthermore, if you are a consumer, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under OOPS! without removing other items from the service. Simply inform us of your preference.

As noted above, we retain full discretion to decline to pay any item under the OOPS! Program. This means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If we do not authorize and pay an overdraft, your transaction will be declined and we may assess Insufficient Funds charges on your account in accordance with your account agreement and the fee schedule in effect at the time of the overdraft.

Fees

For each overdraft we pay, we will charge the standard per item overdraft charge set forth in our fee schedule (currently $30/$5 for MA 18/65 eligible account holders of eligible accounts.) This fee will not be assessed on overdrafts of $5 or less or on transactions of $5 or less that cause an overdraft. This fee applies to overdrafts by check, in-person withdrawal, ATM withdrawal or other electronic means. We limit overdraft charges to three (3) per day. We will notify you by mail if we pay or return any insufficient or unavailable funds items on your account; however, we have no obligation to notify you before we pay or return any item.
The amount of any overdrafts, including our charges, are due and payable immediately or on demand. Also, please note that if we return an item as insufficient it may be automatically represented by the financial institution the item was drawn on and could potentially result in additional Insufficient Funds/Overdraft charges each time the item is represented if the amount of the item still exceeds the amount of available funds in your account.

Other than specifically referenced above, there is no limit to the number of per item Overdraft/NSF Fees that can be charged on an individual item or to the frequency with which per item Overdraft/NSF Fees can be charged.

Accounts Eligible for Occasional Overdraft Privilege

OOPS! is a discretionary service and is generally limited to an $800 overdraft (negative) balance for eligible consumer checking accounts; or a $1,500 overdraft (negative) balance for eligible business checking accounts. Please note that overdraft charges count toward your OOPS! Limit. We may, in our sole discretion, limit the number of accounts eligible for Occasional Overdraft Privilege to one account per household or per taxpayer identification number. Further, OOPS! is usually extended only to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics:

a. The account has been open for at least thirty (30) days;
b. The account has deposits totaling at least $400 or more within each thirty (30) day period;
c. The account demonstrates consistent deposit activity;
d. The account owner is current on all loan obligations with us; and
e. The account is not subject to any legal or administrative order or levy, such as bankruptcy or tax lien.

We offer other overdraft protection services in addition to OOPS!:

1. Overdraft Transfer linked to a savings or money market account of yours with us.
2. Overdraft Protection Line of Credit which involves a transfer from the line of credit to your checking account.

If you apply and are approved for these optional services, you may save money on the total charges you pay us for overdraft protection services. Please ask for details. Overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact one of our customer service representatives at **413-743-0001**.

Truth-In-Savings Disclosures

Effective 12/7/26

Cashback Checking Account

Account Overview: Cashback Checking is a rewards checking account with no minimum balance that rewards account holders with cash back on their debit card purchase transactions[1] when minimum qualifications are met during the account's Statement Cycle.

Eligibility Qualifications: To qualify for cash back, you must perform the following during the Statement Cycle:

- Be enrolled and receive eStatements via Online Banking.[2]
- Have $1,000 or more in external deposits post to and settle your account.

Minimum Balance to Open the Account: You must deposit $50 to open this account.

Purpose and Expected Use of Account: This account is a consumer account and is not to be used for commercial purposes. If it is determined that the account is not being used as intended, the Bank reserves the right to change the account to a different checking product or close the account completely.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees

or charges incurred prior to termination. No deposits will be accepted, and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Trailmark Bank Treasurer's check for the remaining balance, if applicable, will be mailed to the account holder at the address indicated on our current records. Upon termination of your Cashback Checking account, any optional add-on products / services associated with this account will also be terminated at the same time.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

"Statement Cycle": The period for which Trailmark Bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account. The Cashback Checking Statement Cycle ends on the last business day of each month. "Business Day" means Monday through Friday and excludes Saturdays, Sundays, and federal holidays.

Rewards: When Cashback Checking Account qualifications are met during a Statement Cycle, you will receive 1.00% cash back on up to a total of $2,000 worth of POS purchases that post and settle to the account during that cycle period for a maximum cash back earned of $20 per Statement Cycle. Cash back rewards will be credited to the account on the last day of the current Statement Cycle.

Minimum Balance to Earn Rewards: No minimum balance is required to obtain the account's rewards.

Restrictions: Only one account per tax owner will qualify. If a tax owner has more than one Cashback Checking account, the account with the earliest open date/time (the account opened the longest) that also meets all qualification requirements will be the only account with the opportunity to qualify. All other Cashback Checking accounts with the same tax owner will not qualify for cash back rewards regardless of the qualifications being met.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

1. *Debit card purchase transactions processed by merchants and received by the bank as ATM transactions do not count towards qualifying debit card transactions for the purpose of earning rewards within the account. Transfers between accounts do not count as qualifying transactions for the purpose of earning rewards within the account. Only debit card transactions processed by merchants and received by the Bank as POS Withdrawals count towards qualifying debit card transactions.*

   Please note that transactions MUST post to and settle your account during the statement cycle. They may not be in a pending state to qualify as one of the qualifications. Transactions may take one or more banking days from the day the transaction was made to post to and settle an account.

   Trailmark Bank has no control nor influence over any merchant's payment processing procedures or methodologies. Please consult with the merchant's management and your State's Banking Commissioner if you believe your transaction(s) was not processed in accordance with your signature authorization.
2. *Enrollment in online banking and in electronic statements is required to meet certain qualifiers. Please contact us for details on how to enroll.*

Free Checking Account

Minimum Balance to Open the Account: You must deposit $10 to open this account.

COMMON ACCOUNT FEATURES

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

Check Printing: Fee depends on style and quantity of checks ordered.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

18/65 BENEFITS

Accounts with one or more account owners aged 18 or younger or 65 or older will benefit from the MA "18/65" rule and will receive a reduced Insufficient Funds/Overdraft Charge as disclosed on our fee schedule as Insufficient Funds/Overdraft Charge "18/65" Account. They are also eligible for basic style checks at no charge. If the account is receiving these benefits, at such time as all owners on the account no longer meet the age qualification of the "18/65 Rule", the Insufficient Funds/Overdraft Charge will be increased to the higher charge disclosed on our fee schedule. Also, the account will no longer be eligible for basic style checks at no charge.

HSA Checking Account

Rate Information: The current interest rate and Annual Percentage Yield (APY) for this account are provided on the accompanying Rate Schedule, which is incorporated into and forms part of this Truth in Savings Disclosure. 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 day. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance to Open the Account: You must deposit $50 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $10 in the account each day to obtain the disclosed annual percentage yield.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

COMMON ACCOUNT FEATURES

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

Check Printing: Fee depends on style and quantity of checks ordered.

HEALTH SAVINGS ACCOUNT INFORMATION

This account is intended to be established as a Health Savings Account (HSA). HSAs are subject to limitations and/or penalties imposed by the Internal Revenue Service. You are responsible for determining your eligibility to establish and contribute to an HSA, monitoring annual contribution limits, and determining whether distributions are used for qualified medical expenses. The Bank does not provide tax or legal advice. Please consult a qualified tax advisor regarding HSA eligibility, contributions, distributions, and tax-reporting requirements.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

Premier Checking Account

Account Overview: Premier Checking is a checking account that earns interest and gives account holders access to a Premier Money Market account[1], along with additional account exclusive benefits.

Rate Information: The current interest rate and Annual Percentage Yield (APY) for this account are provided on the accompanying Rate Schedule, which is incorporated into and forms part of this Truth in Savings Disclosure. 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 day. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance to Open the Account: You must deposit $50 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $10 in the account each day to obtain the disclosed annual percentage yield.

Minimum Average Daily Balance to Avoid the Monthly Maintenance Fee: A monthly maintenance fee of $20 will be imposed every statement cycle[2] if the average daily balance for the statement cycle falls below $7,500. The average daily balance is calculated by adding the principal in the account for each day of the statement cycle and dividing that figure by the number of days in the cycle.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Account Exclusive Benefits: Account holders will not be charged a foreign ATM fee by Trailmark Bank on this account.[3] Preferred rates may be offered on Certificates of Deposit products. Additionally, fees for Money Orders and Treasurer's Checks will be waived for Premier Checking account holders.

COMMON ACCOUNT FEATURES

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

Check Printing: Basic checks will be included with this account at no charge when ordered through a Trailmark Bank Representative. If you order something other than the basic checks, the fee will depend on the style and quantity of checks ordered.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

1. *Premier Money Market accounts are only available for customers who have an open, active Premier Checking account. If the Premier Checking account is closed or changed to another checking product, the bank will notify you and convert the open Premier Money Market account to a Personal Money Market account within ten (10) business days after the closure or change of the Premier Checking Account.*
2. *"Statement Cycle": The period of time for which Trailmark Bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account. The Premier Checking Account Statement Cycle ends on the last business day of each month. "Business Day" means Monday through Friday and excludes Saturdays, Sundays, and federal holidays.*
3. *When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, you may also be charged a fee for a balance inquiry even if you do not complete a fund transfer.*

Student Checking Account

Minimum Balance to Open the Account: You must deposit $10 to open this account.

Fees: All customers in this product will receive an Insufficient Funds/ Overdraft Fee assessed of $5, differing from our *Fee Schedule*.

COMMON ACCOUNT FEATURES

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Account Exclusive Benefit: Account holders will not be charged a foreign ATM fee by Trailmark Bank on this account.[1]

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

Check Printing: Basic Checks will be included with this account at no charge when ordered through a Trailmark Bank Representative. If you choose to order checks other than the basic checks, the fee will depend on the style and quantity of checks ordered.

Restrictions: This account requires that at least one account owner is under the age of 25. Once the youngest account owner reaches age 25, this account must be changed into another checking product. The owners will receive communication from the Bank notifying them to make this change into any of our other checking products within 30 days. If the Bank does not hear from the owner(s) within 30 days of the youngest account owner turning 25, the account will automatically be changed into the Free Checking product the following business day.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

1. *When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, you may also be charged a fee for a balance inquiry even if you do not complete a fund transfer.*

Everyday Savings Account

Rate Information: The current interest rate and Annual Percentage Yield (APY) for this account are provided on the accompanying Rate Schedule, which is incorporated into and forms part of this Truth in Savings Disclosure. 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 day. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance to Open the Account: You must deposit $10 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $10 in the account each day to obtain the disclosed annual percentage yield.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

COMMON ACCOUNT FEATURES

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

18/65 BENEFITS

Accounts with one or more account owners age 18 or younger or 65 or older will benefit from the MA "18/65" rule and will receive a reduced Insufficient Funds/Overdraft Charge as disclosed on our fee schedule as Insufficient Funds/Overdraft Charge "18/65" Account. If the account is receiving these benefits, at such time as all owners on the account no longer meet the age qualification of the "18/65 Rule", the Insufficient Funds/Overdraft Charge will be increased to the higher charge disclosed on our fee schedule.

High Yield Savings Account

Rate Information: The current interest rate and Annual Percentage Yield (APY) for this account are provided on the accompanying Rate Schedule, which is incorporated into and forms part of this Truth in Savings Disclosure. 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 day. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance to Open the Account: You must deposit $1,000 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $10 in the account each day to obtain the disclosed annual percentage yield.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Transaction Limitations: This account only allows three (3) free external withdrawals per statement cycle.

Restrictions:

- This account is not eligible to be used as overdraft protection for another account.
- This account is not eligible for an ATM/Debit card.
- **Consumer only product:** No High Yield Savings Account will be opened for a non-person or a person opening a 'doing business as' (DBA) account. Trailmark Bank reserves the right to change an account in a High Yield Savings product to a different product that may have a lower APY or to a non-interest-bearing product should a High Yield Savings account be tax reported for a non-person or a DBA.

COMMON ACCOUNT FEATURES

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Excess Transaction Fee: Up to three (3) external withdrawals[1] per statement cycle may post to your account without charge. Each additional external withdrawal during the same cycle will incur a $3 fee. This fee will be cumulative and listed as "Excess Transaction Fee" on the final day of the statement cycle.

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

We may require not less than 7 days' notice in writing before each withdrawal from an interest bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

1. External withdrawals include ACH external withdrawals and online banking outgoing external transfers.

Landlord Tenant Security Account

Rate Information: The current interest rate and Annual Percentage Yield (APY) for this account are provided on the accompanying Rate Schedule, which is incorporated into and forms part of this Truth in Savings Disclosure. 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 day. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance to Open the Account: You must deposit $10 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $10 in the account each day to obtain the disclosed annual percentage yield.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

COMMON ACCOUNT FEATURES

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

We may require not less than 7 days' notice in writing before each withdrawal from an interest bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

Student Savings Account

Rate Information: The current interest rate and Annual Percentage Yield (APY) for this account are provided on the accompanying Rate Schedule, which is incorporated into and forms part of this Truth in Savings Disclosure. 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 day. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance to Open the Account: You must deposit $10 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $10 in the account each day to obtain the disclosed annual percentage yield.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Restrictions: This account requires that at least one account owner is under the age of 25. Once the youngest account owner reaches age 25, this account must be changed into another savings product. The owners will receive communication from the Bank notifying them to make this change into any of our other savings products within 30 days. If the Bank does not hear from the owner(s) within 30 days of the youngest account owner turning 25, the account will automatically be changed into the Everyday Savings product the following business day.

COMMON ACCOUNT FEATURES

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

Personal Money Market Account

Rate Information: The current interest rate and Annual Percentage Yield (APY) for this account are provided on the accompanying Rate Schedule, which is incorporated into and forms part of this Truth in Savings Disclosure. 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 day. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance to Open the Account: You must deposit $50 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $10 in the account each day to obtain the disclosed annual percentage yield.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Excess Transaction Fee: Up to three (3) non-bank transactions[1] per statement cycle[2] may post to your account without charge. Each additional non-bank transaction during the same cycle will incur a $10 fee. This fee will be cumulative and listed as "Excess Transaction Fee" on the final day of the statement cycle. This fee is waived for the first two statement cycles of a new account (excludes existing accounts changed from another product to the Personal Money Market product).

COMMON ACCOUNT FEATURES

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

Check Printing: Fee depends on style and quantity of checks ordered.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

1. *The definition of a non-bank transaction includes a negotiated check or an electronic funds transfer (including ACH, Bill Pay, External Online Banking Transfers from Trailmark Bank to another Financial Institution, IAT electronic check or withdrawal, domestic or international wire withdrawal, external withdrawal, instant payment withdrawal or POS withdrawal) initiated to draw from the account.*
2. *"Statement Cycle": The period of time for which Trailmark Bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account. The Personal Money Market Statement Cycle ends on the last business day of each month. "Business Day" means Monday through Friday and excludes Saturdays, Sundays, and federal holidays.*

Premier Money Market Account

Rate Information: The current interest rate and Annual Percentage Yield (APY) for this account are provided on the accompanying Rate Schedule, which is incorporated into and forms part of this Truth in Savings Disclosure. 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 day. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance to Open the Account: You must deposit $50 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $10 in the account each day to obtain the disclosed annual percentage yield.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Excess Transaction Fee: Up to three (3) non-bank transactions[1] per statement cycle[2] may post to your account without charge. Each additional non-bank transaction during the same cycle will incur a $10 fee. This fee will be cumulative and listed as "Excess Transaction Fee" on the final day of the statement cycle. This fee is waived for the first two statement cycles of a new account (excludes existing accounts changed from another product to the Premier Money Market product).

Restrictions: This account is only available for customers with an open and active Premier Checking account relationship.[3]

COMMON ACCOUNT FEATURES

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

Check Printing: Fee depends on style and quantity of checks ordered

We may require not less than 7 days' notice in writing before each withdrawal from an interest bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

1. *The definition of a non-bank transaction includes a negotiated check or an electronic funds transfer (including ACH, Bill Pay, External Online Banking Transfers from Trailmark Bank to another Financial Institution, IAT electronic check or withdrawal, domestic or international wire withdrawal, external withdrawal, instant payment withdrawal or POS withdrawal) initiated to draw from the account.*
2. *"Statement Cycle": The period of time for which Trailmark Bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account. The Personal Money Market Statement Cycle ends on the last business day of each month. "Business Day" means Monday through Friday and excludes Saturdays, Sundays, and federal holidays.*
3. *If the Premier Checking account associated with the Premier Money Market is closed or changed to another checking product, the bank will notify you and convert the open Premier Money Market account to a Personal Money Market Account within ten (10) business days after the closure or change of the Premier Checking account.*

Certificate Of Deposit

RATE INFORMATION:

- ❑ **Fixed Rate Account –** Your interest rate and annual percentage yield are fixed until first maturity.
- ❑ **Trade-a-Rate-Option Plan –** Your interest rate and annual percentage yield may change. This is a variable account. We will not change the rate on your account during the term of the account. However, once during the term of this account, you will have the option to trade the initial interest rate for a new interest rate. The new interest rate will be the interest rate we are then offering on time deposits with the same term as the original term of this account. If you make a trade, the maturity date of this account will remain the same as originally scheduled. There will be no cost to you for this trade.

This account qualifies for a 0.25% increase in the APY offered at the time of account opening if an account owner has an existing Premier Checking account with Trailmark Bank in good standing or opens a Premier Checking account with Trailmark Bank with an opening balance of $500 or more (Maintenance Service Charge may apply. See *Premier Checking Account Truth-In-Savings Disclosure* for more information.) Certificates of Deposit that automatically renew, as described in this Truth-In-Savings Disclosure, will renew at the then advertised APY. The 0.25% APY increase for Premier Checking account owner will not be applied to the renewed Certificate unless the account owner contacts the Bank during the grace period to request the applicable Premier Checking rate increase in effect at the time of renewal.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is credited, you will receive the accrued interest.

Minimum Balance to Open the Account: You must deposit (term specific) to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $10 in the account each day to obtain the disclosed annual percentage yield.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

- ❑ **Variable Rate –** Each renewal term will be the same as the original term, beginning on the maturity date. Interest will be calculated on the same basis as during the original term.
- ❑ **Fixed Rate –** Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

  You will have until the last banking day (Monday – Saturday excluding Federal Holidays) within fifteen calendar days after maturity (grace period) to withdraw the funds without a penalty.
- ❑ Special CD - The Account you have selected is a "Special" CD with the following feature:

  This "Special" CD's principal and interest will renew into a (term specific) month term at the prevailing interest rate in effect for that term at that time unless we hear from you by the last banking day (Monday – Saturday excluding Federal Holidays) within fifteen calendar days (grace period) of this CD's maturity date.



YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

TIME REQUIREMENT:

Your account will mature on: _____

Rate information as of: _____

The interest rate for your account is: _____

With an annual percentage yield of: _____

Transaction Limitations: You may not make any deposit into your account before maturity. You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For variable rate accounts, the interest rate we will use to determine the penalty will be the interest rate in effect at the time of the withdrawal.

- ❑ **Early Withdrawal Penalties:** A penalty may be imposed for withdrawals before maturity: If your account has an original maturity of less than one year the fee we may impose will equal six months interest on the amount withdrawn subject to penalty; if your account has an original maturity of one year up to and including thirty months the fee we may impose will equal twelve months interest on the amount withdrawn subject to penalty; if your account has an original maturity of more than thirty months the fee we may impose will equal eighteen months interest on the amount withdrawn subject to penalty.
- ❑ **"Special" CDs Early Withdrawal Penalties:** A penalty may be imposed for withdrawals before maturity: The fee we may impose will equal (term specific) months interest on the amount withdrawn subject to penalty.

Withdrawal of Interest Prior to Maturity: The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Automatically Renewable Time Account: This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within any grace period mentioned below) or we receive written notice from you within any grace period mentioned below. Interest not withdrawn will be converted to principal upon renewal of the account. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity. You will have until the last banking day (Monday – Saturday excluding Federal Holidays) within fifteen calendar days after maturity (grace period) to withdraw the funds without a penalty.

Section 3:

Business Banking

Important Account Information for Our Business Customers

Terms & Conditions of Your Account

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 (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

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

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

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

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

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

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

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

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

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

WITHDRAWALS

Important terms for accounts where more than one person can withdraw – Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

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

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

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

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

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

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

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

UNDERSTANDING AND AVOIDING OVERDRAFT AND INSUFFICIENT FUNDS (NSF) CHARGES

Generally – The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and insufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and insufficient funds transactions.

An overdrawn account will typically result in you being charged an overdraft charge or an NSF charge. Generally, an overdraft occurs when the available balance of funds in your account is inadequate to cover a transaction, but we pay (or cover) the transaction anyway. An insufficient funds transaction is slightly different. In an insufficient funds transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our Occasional Overdraft Privilege Service and we cover a transaction when the available balance of funds in your account is inadequate to pay or cover a transaction as an insufficient funds transaction, we will consider that an overdraft. We treat all other transactions for which the available balance of funds in your account as an insufficient funds transaction, regardless of whether we cover the transaction or the transaction is rejected.

Determining your available balance – We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to

pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an insufficient funds transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger or current balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger or current balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

Overdrafts – You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the 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, or not paying, discretionary 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. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft charges.

If we pay a check, debit card transaction or other item on your behalf, you will be responsible for the overdrawn balance, and we may charge you an overdraft fee. As discussed under the "A temporary debit authorization hold affects your account balance" subsection below, pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft charges. For example, if you have $1000 in your account and you use your debit card to make an electronic payment and a preauthorization hold of $700 is placed on your account because the amount of the transaction is not known at the time of authorization even though your purchase was only $600, then the authorization hold reduces your available account balance to $300. If you then use your debt card to spend $400 on another purchase and we pay this debit on your behalf, you will be responsible for paying the overdrawn balance of $100, and we may charge you an overdraft charge.

Insufficient funds (NSF) charges – If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an insufficient funds charge for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an insufficient funds charge each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types – Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the *"Payment order of items"* subsection below.

Important information regarding "decoupled" debits – Decoupled debits are transactions made using debit cards or apps offered or issued by an institution or merchant other than us. As part

of the issuing process, you provide the decoupled debit card/app issuer with the information it needs to link the decoupled debit card/app to your account with us. Once this is done, you can typically use a decoupled debit card/app as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards/apps may originate as debit card transactions paid by the card issuer, we receive and process them, as well as decoupled debit app transactions, as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card/app issuer to understand the terms of use for that card/app. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards/apps issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card/app you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or insufficient funds charges.

Funds availability – Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see *our funds availability disclosure* (generally titled, *"Your Ability to Withdraw Funds"*) for information on when different types of deposits will be made available for withdrawal. For an account to 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. 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. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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 when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. 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 could be three calendar days, or even longer in some cases, 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 one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our insufficient funds charge or overdraft charge policy, which may result in one or more overdraft or insufficient funds charges. 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.

Payment order of items – The order in which items are paid is important if the available balance of funds in your account is inadequate 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.

In general, we pay checks and other transactions in the order they are presented to us, regardless of when you issued or authorized them. Checks presented for payment at our branch are processed and posted to your account at the time of payment. Our policy for paying checks not presented at our branch is to pay according to dollar amount, from smallest to largest on the day posted. Merchants have the ability to convert your paper check to an electronic funds transfer. Checks processed as electronic funds transfers and ACH debits to your account are posted to



your account as they are received by our processor throughout the day. Debit card and ATM transactions post to your account when transmitted to us, which may occur immediately or up to several days later. You understand that the merchant or its processor (and not us) determines when the transaction will be transmitted to us.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. An uncollected funds charge may be imposed for items presented against unavailable or uncollected funds. By paying items in check order, our policy is to pay items in the same order you intended their payment when you issued them. We will not charge you a fee for paying an overdraft of an ATM or one-time (sometimes referred to as "everyday") debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft, insufficient funds, and uncollected funds charges are disclosed in our Fee Schedule. The categories of transactions for which an overdraft, insufficient or uncollected funds charge may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means. Your rights to opt-in to overdraft services for ATM and one-time debit card transactions, if applicable, are disclosed elsewhere. 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.

Important information regarding electronic payment transactions – We commonly receive items electronically to be paid out of your account multiple times per day in what is referred to as presentment files. We can receive more than one ACH presentment file per day. Each presentment file received commonly contains a large amount of a specific type of item (electronic check conversion transactions, ACH, or ATM).

A presentment file may contain multiple items to be paid out of your account. When we receive a presentment file that contains multiple items to be paid out of your account, the items will be paid in the following order: checks (such as electronic checks created in electronic check conversion transactions) are paid in dollar amount from smallest to largest on the day posted; ACH credits, if any, will be posted to your account from largest to smallest, (subject to the *"Deposits"* section above, relating to provisional credit) before ACH debits are paid from your account from smallest to largest dollar amount; ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed with a staff member at our branch, are generally paid at the time they are performed.

If there is not enough money in your account to pay all of the items that are presented, we may (a) return the item unpaid, or (b) pay the item in our sole discretion, which would create an overdraft on your account. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overall charges you have to pay if funds are not available to pay all of the items. If your account lacks sufficient funds to pay a check, preauthorized transfer, or other item presented for payment as determined by your available account balance, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds. The amounts of the overdraft charge or NSF charge or charge for returned item fees are disclosed in our Fee Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting charges.

How we decide to pay an item or debit – The available balance in your account reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, if applicable; deposit holds, and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). Those pending transactions and holds reduce your available balance. For example, you have $1000 in your account and a pending transaction of $300. Your available balance is $700 because the pending $300 transaction reduces your available account balance.

How we assess fees – If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you a fee if we return the item or pay the item on your behalf.

Return item for insufficient funds – If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you an NSF charge. Pursuant to NACHA Operating

Rules and Guidelines (which govern ACH transactions) and other applicable laws, an item may be presented for payment more than one time by another party. We may charge you an insufficient funds (NSF) charge for each time an item is resubmitted to us or each time a check (including a check conversion transaction) is re-presented to us for payment, which means you may incur multiple NSF charges if an item is returned more than one time. For example, if you write a check from your account with us and the check is returned for insufficient funds, then we may charge you an NSF charge. If the same check is then re-presented to us for payment, and the check is returned again for insufficient funds, then we may charge you an NSF charge the second time the check is presented for payment and returned for insufficient funds. We cannot control when another party resubmits an item or re-presents a check for payment, and the other party's right to do so may be governed by the NACHA Operating Rules and Guidelines and other applicable laws.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. 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 automation. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

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

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

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

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

AMENDMENTS AND TERMINATION – We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any



reason except as prohibited by law. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

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

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

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

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

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

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

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

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

OUR RIGHT TO REFUSE OR CLOSE ACCOUNTS – We reserve the right to refuse to: 1) open any account; 2) terminate a deposit account at any time.

STATEMENTS – Statements are a valuable tool to, among other things, help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items – Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with

us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

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

If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

Your duty to report other errors or problems – In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures or alterations. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

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

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

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

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

TEMPORARY ACCOUNT AGREEMENT – If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to

make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

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. 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.

RESTRICTIVE LEGENDS OR INDORSEMENTS – The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than $1,000." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

FACSIMILE SIGNATURES – Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

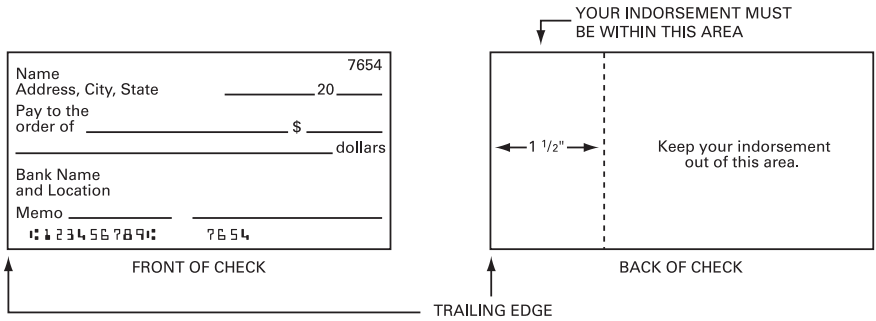
CHECK PROCESSING – We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine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

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

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.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 11/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 11/2" of that edge.



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

These indorsement guidelines apply to both personal and business checks.

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

ACCOUNT SECURITY

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

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. 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.

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

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.

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

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

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

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

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

CLAIM OF LOSS – The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, *"Electronic Fund Transfers."* For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

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

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) – We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire



account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

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

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 an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

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

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.

FUNDS TRANSFERS – You agree that this section is governed by Article 4A of the Uniform Commercial Code – Funds Transfers (UCC 4A) and the terms used in this section have the meaning given to them in UCC 4A. You also agree to be bound by all funds-transfer system rules, rules of the Board of Governors of the Federal Reserve System (Board) and their operating circulars, as appropriate. Unless otherwise required by applicable law, such as

Regulation J or the operating circulars of the Board, this section is subject to UCC 4A as adopted in the state in which you have your account with us. If any part of this section is determined to be unenforceable, the rest shall remain effective. This section controls funds transfers unless supplemented or amended in a separate record. Generally, this section will not apply to you if you are a consumer. For example, this section generally does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA). However, this section 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. To the extent this section is not inconsistent with the EFTA, this section may also apply to a consumer electronic fund transfer sent through the FedNow system or through the Real Time Payments system (RTP) operated by The Clearing House. In addition, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire.

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. Unless otherwise required by the type of funds transfer you are initiating, you may transmit a payment order orally or in a record, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

Authorized account – An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. 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.

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

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

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

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

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

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

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

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

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

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.

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.

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 stoppayment 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.

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 may be required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

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.

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.

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.

INACTIVE ACCOUNTS

We will consider your Deposit Account inactive if there is no activity in your Account for a period of 365 consecutive days. Interest credited to the account does not qualify as activity to keep the account active. If we consider your Account inactive, then (unless prohibited by federal law or the law of the state where we maintain your account) we may:

- Charge inactive account fees on the account in addition to regular monthly maintenance and other fees (see the current F*ee Schedule*),
- Reject account transactions including, but not limited to: Online Banking Transactions/ Transfers, Telephone Banking Transactions/Transfers, Balance Protection Transfers, Preauthorized Transactions (A.K.A. Allotments), Automated Clearing House (ACH) Transactions, Debit Card/ATM Transactions and Checks Presented.

Your Ability to Withdraw Funds

This policy statement applies to all deposit accounts.

Our policy is to make funds from your cash and 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. Once the funds are available, you can withdraw them in cash 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. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing on a business day, on a Saturday, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 6:00 P.M. 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 at an ATM 6:00 P.M. or later, on a Saturday, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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.

Night-drop Depository: Funds deposited into the Night-Drop Depository after 8:00 A.M. on a business day, on a Saturday, or on a non-business day, are considered deposited on the next business day.

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

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

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

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

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

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

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

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first

$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the first 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.

Addendum to Trailmark Bank Business Account Terms and Conditions

This Addendum ("Addendum") amends the Terms and Conditions of your business account with Trailmark Bank (together with this Addendum, the "Agreement"). READ THIS ADDENDUM CAREFULLY AS IT AFFECTS HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. Solely for purposes of this Addendum, the terms "we," "us," "our" and financial institution in addition to referring to Trailmark Bank, also refer to Trailmark Bank's employees, officers, directors, parents, agents, subsidiaries, affiliates, successors and assigns.

From time to time, you may have concerns having to do with your account or other matters. Most concerns can be resolved by calling our representatives at **413-743-0001**. In the event that

a Dispute (as defined below) arises between you and us about your business account or any services that we provide, you and we agree to work in good faith to resolve such Dispute.

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

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

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

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

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

Mail a Notice of Dispute. If you have a Dispute and our representatives cannot resolve it, you agree to send a written Notice of Dispute to:

Trailmark Bank
Compliance Department
P.O. Box 1076
Pittsfield, Massachusetts 01201

The Notice must describe your Dispute and clearly state what you want us to do. If we do not reach an agreement to resolve the Dispute within 30 days after we receive the Notice, either you or we may commence an arbitration proceeding or seek relief in small claims court as specified above.

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

Arbitration Procedures. The AAA will conduct the arbitration under its Commercial Arbitration Rules ("AAA Rules"), as they may be modified by this Addendum. Any Dispute submitted for arbitration shall be heard and decided by a single arbitrator. For Disputes less than $10,000, the arbitration will be conducted pursuant to the AAA's Procedures for the Resolution of Disputes through Document Submission unless the arbitrator determines that an in-person, telephone or videoconference hearing is necessary. For Disputes $10,000 or greater, arbitration may be conducted in person, through the submission of documents, or by phone or videoconference, and the parties' right to a hearing will be determined by AAA Rules. Proceedings that cannot be conducted through the submission of documents or by phone or videoconference will take place at a location reasonably convenient for both of us, or if we are unable to agree, at a location determined by the arbitrator.

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

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

Costs of Arbitration. If you submit a Demand to the AAA, you will pay the initial filing fee unless you get a fee waiver under the AAA Rules. If we submit a Demand, we pay the initial filing fee. All other fees will be allocated as provided by the AAA Rules and applicable law.

Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

Each party will be entitled to recover attorneys' fees in arbitration to the same extent you or we could in court, in accordance with applicable law.

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

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

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

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

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Business Fee Schedule

Effective 12/7/2026

Accounts	
Monthly Inactivity Fee A fee will be assessed when an account has a balance of $100.00 or less, no customer-initiated activity for 180 days or more (excluding interest postings).	$5.00
Deposit Return Item Fee	$6.00
Stop Payment Fee	
Check	$30.00
Pre-Authorized Debit/ACH	$30.00
Insufficient Funds/Overdraft Charge *(each)* NSF or overdrafts created by check, in person withdrawal, ATM withdrawal or other electronic means (limit 3 per day)	$30.00
Uncollected Funds Charge *(each)* Created by check, in person withdrawal, ATM withdrawal or other electronic means (limit 1 per day)	$30.00
Overdraft Protection Transfer Fee (*per day)* Charged to account transferred from	$5.00

Important Information Regarding Overdraft, Insufficient Funds, And Uncollected Funds Charges

Overdraft, Insufficient Funds, and Uncollected Funds status may be determined on an available balance rather than your current balance. An item returned unpaid due to insufficient funds may be represented multiple times, an insufficient funds charge may be assessed each time it is returned. Please review the *Understanding And Avoiding Overdraft and Insufficient Funds (NSF) Charges* section of your account terms and conditions.

Safe Deposit Box *(Contents Not Insured)*	
Replacement Key	$50.00
Late Payment	$10.00
Drilling Box	$275.00

Wire Transfers	
Outgoing Wire Fee – Domestic	$25.00
Outgoing Wire Fee – International	$50.00
Incoming Wire Fee – Domestic	$10.00
Incoming Wire Fee – International	$15.00

ATM & Debit Card	
ATM Card Replacement	$5.00
Debit Card Replacement	$10.00
Expedited Delivery Fee	$25.00
ATM Withdrawal Service	
At Trailmark Bank	No Fee
Non-Trailmark Bank ATMs	$3.00

Research	
Research and Reconciliation Fees	
Hourly	$30.00
Statement Copy *(per statement)*	$3.00
Check Copy *(per check)*	$3.00

Administrative	
Official Check Fees	
Money Orders	No Fee
Treasurer's Checks	$3.00
Temporary Checks *(per sheet)*	$3.00
Deposit Tickets *(per sheet)*	$3.00
Returned Check Order *(incorrect address)*	$20.00
Foreign Check Collection *Processing fees assessed by other banks for collection of a check will (or may) be added to the fees below*	$20.00
Check amounts less than $50,000	$23.00
Check amounts of $50,000 or more	$40.00
Signature Validation Program *(SVP)*	$10.00
Deposit Bag	$5.00
Night Drop Replacement Key	$5.00
Escheatment	$50.00
Levy/Garnishment	$75.00

Treasury Management	
ACH Origination *(per month)*	$25.00
ACH Returns *(per month)*	$10.00
ACH File *(per month)*	$5.00
Lockbox Service Fee *(per month)*	$50.00
Lockbox Invoice Fee	Variable[1]
Check Image *(lockbox, per image)*	$0.02
Online Wire Service *(per month)*	$20.00
Positive Pay *(each account, per month)*	$50.00
Remote Deposit Capture (RDC) *(per month)*	$50.00
RDC Scanner *(2nd location, per month)*	$50.00
RDC Scanner Rental *(per month)*	$20.00

1. Based on charges assessed by lockbox vendor.

Business Account Disclosures
(Specific Account Details)

Revised 12/7/2026

Business Checking

Minimum Balance to Open the Account: You must deposit $50 to open this account.

Fees: A per item[1] charge of $0.50 will be assessed for each item in excess of 150 during a statement cycle.

Statement Cycle: The period for which the Bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account. The Business Checking statement cycle ends on the last business day of each month. "Business Day" means Monday through Friday and excludes Saturdays, Sundays, and federal holidays.

ACCOUNT FEATURES

Treasury Management Services: A monthly Treasury Management Service Fee will be assessed for each service selected. See the Bank's current Fee Schedule for Treasury Management Service fees. Treasury Management Service Fees will appear on your account statement as shown below for each service selected:

Treasury Management Service	Fee Description(s)
ACH Origination	ACH Service Fee
Lockbox	Lockbox Invoice Fee Lockbox Service Fee
Online Wire Service	Online Wire Service Fee
Positive Pay	Positive Pay Service Fee
Remote Deposit Capture (RDC)	RDC Service Fee
Treasury Management Bundle	Treasury Management Bundle Fee

Remote Deposit Capture Check Scanner Options[2]:

Lease Option: Lease includes the use of a Bank owned check scanner and repairs or replacement of check scanner due to normal wear and tear[3]. Check scanner must be returned to the Bank if related services are canceled by the customer or the Bank. Remote Deposit Capture lease fees are available on the Bank's current *Fee Schedule*. Remote Deposit Capture Check Scanner Lease fee will appear on your account statement as RDC Scanner Rental Fee.

Purchase Option: Customer purchases a Bank-approved check scanner. Customer will own the check scanner and will be responsible for any repairs and/or replacement of the check scanner.

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Check Printing Charges: Cost depends on style of checks ordered.

Additional Charges: Please refer to our separate Fee Schedule for additional information about charges.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "*Important Account Information for our Business Customers*" section.

1. *The item count on the Business Checking account includes each deposit transaction, each check deposited, and each check paid. Checks drawn on Trailmark Bank generally are not counted toward the item limit when deposited at a Trailmark Bank branch. However, if a Trailmark Bank check is deposited through Remote Deposit Capture (RDC), Mobile Deposit, an ATM, or ITM, or is processed through alternate collection methods due to operations circumstances, it may be counted toward the account's item limit.*
2. *Remote deposit check scanner is not considered a Treasury Management Service; it is equipment required for a Treasury Management service.*
3. *Cost of repairs or replacement due to misuse of machine or its components, or accidental damage to the machine will be assessed to the customer's account. Repairs and/or replacement must be facilitated by the Bank. Determination of normal wear and tear versus misuse/accidental damage made by the Bank and/or Bank-approved repair facility.*

Business Advantage Checking

Minimum Balance to Open the Account: You must deposit $50 to open this account.

Fees: A per item charge[1] of $0.50 will be assessed for each item in excess of 300 during a statement cycle.

Minimum Relationship Balance to Avoid Imposition of Fees: A maintenance fee of $20 will be imposed every statement cycle if the account owner's minimum relationship balance falls below $25,000 any day of the statement cycle. Relationship balance includes deposit balances reported to the same TIN/EIN as the owner of the Business Advantage Checking account.

Statement Cycle: The period for which the Bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account. The Business Checking statement cycle ends on the last business day of each month. "Business Day" means Monday through Friday and excludes Saturdays, Sundays, and federal holidays.

ACCOUNT FEATURES

Treasury Management Services: A monthly Treasury Management Service Fee will be assessed for each service selected. See the Bank's current Fee Schedule for Treasury Management Service fees. Treasury Management Service Fees will appear on your account statement as shown below for each service selected:

Treasury Management Service	Fee Description(s)
ACH Origination	ACH Service Fee
Lockbox	Lockbox Invoice Fee Lockbox Service Fee
Online Wire Service	Online Wire Service Fee
Positive Pay	Positive Pay Service Fee
Remote Deposit Capture (RDC)	RDC Service Fee
Treasury Management Bundle	Treasury Management Bundle Fee

Remote Deposit Capture Check Scanner Options[2]:

Lease Option: Lease includes the use of a Bank owned check scanner and repairs or replacement of check scanner due to normal wear and tear[3]. Check scanner must be returned to the Bank if related services are canceled by the customer or the Bank. Remote Deposit Capture lease fees are available on the Bank's current *Fee Schedule*. Remote Deposit Capture Check Scanner Lease fee will appear on your account statement as RDC Scanner Rental Fee.

Purchase Option: Customer purchases a Bank-approved check scanner. Customer will own the check scanner and will be responsible for any repairs and/or replacement of the check scanner.

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Check Printing Charges: A credit of up to $200 will be refunded on a purchase of a value pack if purchased within 90 days of account opening. Value pack includes checks, deposit tickets, and an endorsement stamp. The cost of subsequent check orders depends on style of checks ordered.

Additional Charges: Please refer to our separate Fee Schedule for additional information about charges.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "*Important Account Information for our Business Customers*" section.

1. *The item count on the Business Checking account includes each deposit transaction, each check deposited, and each check paid. Checks drawn on Trailmark Bank generally are not counted toward the item limit when deposited at a Trailmark Bank branch. However, if a Trailmark Bank check is deposited through Remote Deposit Capture (RDC), Mobile Deposit, an ATM, or ITM, or is processed through alternate collection methods due to operations circumstances, it may be counted toward the account's item limit.*
2. *Remote deposit check scanner is not considered a Treasury Management Service; it is equipment required for a Treasury Management Service.*
3. *Cost of repairs or replacement due to misuse of machine or its components, or accidental damage to the machine will be assessed to the customer's account. Repairs and/or replacement must be facilitated by the Bank. Determination of normal wear and tear versus misuse/accidental damage made by the Bank and/or Bank-approved repair facility.*
4. *One-time credit, unused portion of $200 credit will not be held for future use, credit will not be offered on multiple accounts for the same business identified by EIN/TIN.*

IOLTA Checking

Rate Information: The current interest rate and Annual Percentage Yield (APY) for this account are provided on the accompanying Rate Schedule, which is incorporated into and forms part of this Truth in Savings Disclosure. 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 day. Interest will be credited to your account every month. Interest will be debited from the account and submitted to the Massachusetts IOLTA Committee as required.

Effect of Closing an Account: If you close your account before interest is credited, accrued interest will be credited to the account then debited for remittance to the MA IOLTA Committee prior to closing.

Minimum Balance to Open the Account: You must deposit $50 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $0.01 in the account each day to obtain the disclosed annual percentage yield.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

ACCOUNT FEATURES

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Check Printing Charges: Cost depends on style of checks ordered.

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in the "*Important Account Information for our Business Customers*" section.

Business Savings

Rate Information: The current interest rate and Annual Percentage Yield (APY) for this account are provided on the accompanying Rate Schedule, which is incorporated into and forms part of this Truth in Savings Disclosure. 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 day. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance to Open the Account: You must deposit $10 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $10 in the account each day to obtain the disclosed annual percentage yield.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

COMMON ACCOUNT FEATURES

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

Business Advantage Savings

Rate Information: The current interest rate and Annual Percentage Yield (APY) for this account are provided on the accompanying Rate Schedule, which is incorporated into and forms part of this Truth in Savings Disclosure. 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 day. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance to Open the Account: You must deposit $1,000 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $10 in the account each day to obtain the disclosed annual percentage yield.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Excess Transaction Fee: Up to three (3) non-bank transactions[1] per statement cycle[2] may post to your account without charge. Each additional non-bank transaction during the same cycle will incur a $10 fee. This fee will be cumulative and listed as "Excess Transaction Fee" on the final day of the statement cycle. This fee is waived for the first two statement cycles of a new account (excludes existing accounts changed from another product to the Business Advantage Savings product).

Restrictions: This account is only available for customers with an open and active Business Advantage Checking account relationship[3].

COMMON ACCOUNT FEATURES

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Additional Charges: Please refer to our separate fee schedule for additional information about charges[4].

We may require not less than 7 days' notice in writing before each withdrawal from an interest bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "Your Deposit Account" brochure given to you at the time of account opening.

1. *The definition of a non-bank transaction includes a negotiated check or an electronic funds transfer (including ACH, Bill Pay, External Online Banking Transfers from TMB to another Financial Institution, IAT electronic check or withdrawal, domestic or international wire withdrawal, external withdrawal, instant payment withdrawal or POS withdrawal) initiated to draw from the account.*
2. *"Statement Cycle": The period of time for which Trailmark Bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account. The Business Advantage Savings Statement Cycle ends on the last business day of each month. "Business Day" means Monday through Friday and excludes Saturdays, Sundays, and federal holidays.*
3. *If the Business Advantage Checking account associated with the Business Advantage Checking is closed or changed to another checking product, the bank will notify you and convert the open Business Advantage Savings account to a Business Savings account within ten (10) business days after the closure or change of the Business Advantage Checking account.*
4. *This account does not assess the online banking "Outgoing External Transfers" fee listed on the Fee Schedule. However, the "Excess Transaction Fee" described in this disclosure does apply to External Online Banking Transfers.*

Business Money Market

Rate Information: The current interest rate and Annual Percentage Yield (APY) for this account are provided on the accompanying Rate Schedule, which is incorporated into and forms part of this Truth in Savings Disclosure. 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 day. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance to Open the Account: You must deposit $50 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $10 in the account each day to obtain the disclosed annual percentage yield.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Excess Transaction Fee: Effective 12/7/2026, up to three (3) non-bank transactions[1] per statement cycle[2] may post to your account without charge. Each additional non-bank transaction during the same cycle will incur a $10 fee. This fee will be cumulative and listed as "Excess Transaction Fee" on the final day of the statement cycle. This fee is waived for the first two statement cycles of a new account (excludes existing accounts changed from another product to the Business Money Market product).

ACCOUNT FEATURES

Available Electronic Delivery of Monthly Statements with Check Images

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Check Printing Charges: Cost depends on style of checks ordered.

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "*Important Account Information for our Business Customers*" section.

1. *The definition of a non-bank transaction includes a negotiated check or an electronic funds transfer (including ACH, Bill Pay, External Online Banking Transfers from Trailmark Bank to another Financial Institution, IAT electronic check or withdrawal, domestic or international wire withdrawal, external withdrawal, instant payment withdrawal or POS withdrawal) initiated to draw from the account.*
2. *"Statement Cycle": The period of time for which Trailmark Bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account. The Business Money Market Statement Cycle ends on the last business day of each month. "Business Day" means Monday through Friday and excludes Saturdays, Sundays, and federal holidays.*

Business Money Market (PCB)

Rate Information: The current interest rate and Annual Percentage Yield (APY) for this account are provided on the accompanying Rate Schedule, which is incorporated into and forms part of this Truth in Savings Disclosure. 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 day. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance to Open the Account: You must deposit $50 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of $10 in the account each day to obtain the disclosed annual percentage yield.

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 Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Excess Transaction Fee: Effective 12/7/2026, up to three (3) non-bank transactions[1] per statement cycle[2] may post to your account without charge. Each additional non-bank transaction during the same cycle will incur a $10 fee. This fee will be cumulative and listed as "Excess Transaction Fee" on the final day of the statement cycle. This fee is waived for the first two statement cycles of a new account (excludes existing accounts changed from another product to the Business Money Market (PCB) product).

ACCOUNT FEATURES

Available Electronic Delivery of Monthly Statements with Check Images

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Check Printing Charges: Cost depends on style of checks ordered.

Additional Charges: Please refer to our separate fee schedule for additional information about charges.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

YOUR ACCOUNT

This is the account that you have opened or inquired about. Further details that affect this account can be found in "*Important Account Information for our Business Customers*" section.

1. *The definition of a non-bank transaction includes a negotiated check or an electronic funds transfer (including ACH, Bill Pay, External Online Banking Transfers from Trailmark Bank to another Financial Institution, IAT electronic check or withdrawal, domestic or international wire withdrawal, external withdrawal, instant payment withdrawal or POS withdrawal) initiated to draw from the account.*
2. *"Statement Cycle": The period of time for which Trailmark Bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account. The Business Money Market (PCB) Statement Cycle ends on the last business day of each month. "Business Day" means Monday through Friday and excludes Saturdays, Sundays, and federal holidays.*

Section 4:

Loans

Notice Of Transfer Of Loan Servicing

Effective 12/7/2026

YOUR LOAN HAS A NEW SERVICER: TRAILMARK BANK

The servicing of mortgage loans is being transferred effective **12/7/2026**. This means that, for customers with loans serviced The Pittsfield Cooperative Bank, a new servicer will be collecting your mortgage loan payments from you. Your current servicer will stop accepting payments received from you **after 12/7/2026**, and Trailmark Bank will begin accepting your payments after **12/7/2026**.

Please note, the transfer of service does not affect any term or condition of the mortgage loan, including the account number, other than terms directly related to the servicing of the loan.

Please send all payments on or after **12/7/2026**, to Trailmark Bank at the following address:

Trailmark Bank
Servicing Department
2 Center Street, P.O. Box 306
Adams, MA 01220

If you have any questions for your present servicer, The Pittsfield Cooperative Bank, or your new servicer, Trailmark Bank, about your mortgage/loan or this transfer, please contact them using the information below:

Present Servicer	**The Pittsfield Cooperative Bank**
Address	70 South Street Pittsfield, MA 01201
Phone Number	**(413) 447-7304**
Hours of Operation	**Monday – Friday** 9 a.m. to 5 p.m. **Saturday** 9 a.m. to 12 p.m. Excluding Holidays

New Servicer	**Trailmark Bank**
Address	2 Center Street P.O. Box 306 Adams, MA 01220
Phone Number	(413) 743-0001
Hours of Operation	**Monday – Friday** 8:30 a.m. to 4:30 p.m. **Saturday** 9 a.m. to 12 p.m. Excluding Holidays

Under Federal law, during the 60-day period following the effective date of transfer of the loan servicing, a loan payment received by your old servicer on or before its due date may not be treated by the servicer as late, and a late fee may not be imposed on you.

Section 5:

IRA Transfer

Update to IRA Custodian - No Action Required

Effective 12/7/2026

We are writing to notify you of an upcoming change regarding the custodianship of the Individual Retirement Account(s) ("IRA") owned by members of your household. The role of a custodian is to hold and account for your assets. The Pittsfield Cooperative Bank currently serves as custodian for your IRA assets in accordance with the *IRA Disclosure* and *Custodial Agreement*, the *Simple IRA Articles and Disclosure Statement*, (collectively, the "IRA Agreements") between you and The Pittsfield Cooperative Bank.

Pursuant to the terms of the IRA Agreements, this notice serves as the required 30 days' advanced notice that with the merger between The Pittsfield Cooperative Bank and Adams Community Bank, which will form Trailmark Bank subject to regulatory approval. At that time, The Pittsfield Cooperative Bank will resign as your IRA custodian and appoint the Trailmark Bank in its place. Your IRA Agreements will be amended to reflect this change. **You do not need to take any action as we will make this update automatically.**

What Is Not Changing: Your account number, or interest rate. Additionally, there will be no disruption to your account. Pursuant to the terms of the IRA Agreements, unless you affirmatively opt out of this action, you will be deemed to have consented to the change of custodian. If you object, you would need to end your custodial relationship with The Pittsfield Cooperative Bank by transferring your IRA assets to a new financial institution or distributing your IRA assets, subject to applicable costs or tax withholding penalties.

If you have any questions or concerns about this transition, please contact The Pittsfield Cooperative Bank at **413.447.7304** or **eschumann@pittsfieldcoop.com**. We are here to assist you with any questions you may have.

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Locations

Beginning on **Monday, December 7, 2026**, you will have access to more banking locations as a result of the merger between Pittsfield Cooperative Bank and Adams Community Bank.

Adams
93 Park Street

Cheshire
75 South Street

Great Barrington
325 Main Street
322 Main Street
(Lending Office)

Dalton
431 Main Street

Lanesborough
545 South Main Street

Lee
41 Park Street

Lenox
7 Main Street

North Adams
31 Eagle Street

Pittsfield
110 Dalton Avenue
660 Merrill Road
734 Williams Street
70 South Street

Williamstown
273 Main Street

As of Monday, December 7, visit **TrailmarkBank.com** to learn more.

Trailmark Bank

MEMBER FDIC | MEMBER DIF | EQUAL HOUSING LENDER | NMLS# 919147

TMB-DISCLOSURE-PCB