

DEPOSIT ACCOUNT AGREEMENT

1. INTRODUCTION. This Deposit Account Agreement (**Agreement**) contains the terms and conditions for each deposit account you have opened with us. This Agreement replaces all previous deposit account agreements. This Agreement describes your rights and responsibilities regarding your account, so please read it carefully and keep it (together with all changes) for future reference. Your account is also governed by, as applicable, the signature card, a rate and fee schedule (which may be in the form of a Schedule of Fees, Term Certificate of Deposit, or other schedule, herein after referred to in this Agreement as the **Schedule**), a Disclosure Statement, an Overdraft Privilege Disclosure, a Funds Availability Policy Disclosure, an Electronic Funds Transfer Disclosure and Card Holder Agreement, a Privacy Notice, other documents we may provide you, and our account rules and regulations. Each of these applicable documents and rules and regulations is part of this Agreement. By signing the signature card or maintaining an account with us, you agree to the terms and conditions of this Agreement. Your account is also subject to federal law and, to the extent not preempted by federal law, the laws of The Commonwealth of Massachusetts (**Applicable Law**). In this Agreement, the words **you** and **your** mean the person(s) (individually and collectively if more than one) or entity that maintains an account with us. The words **we**, **our**, and **us** mean Bluestone Bank. This Agreement constitutes a binding contract between you and us for your deposit account relationship with us. Our deposit relationship with you is that of debtor and creditor. Neither this Agreement nor the deposit account relationship create a fiduciary, quasi-fiduciary or special relationship between you and us. We provide you with a copy of this Agreement when you open your account, or upon your request. If you have any questions about this Agreement or your account or, would like further information about our products and services or another copy of any of these materials, please visit any of our branch offices, or contact us at 800.356.8622 or 508.884.3300.

2. DEPOSIT ACCOUNTS. We offer a wide range of deposit accounts, all designed to meet your financial goals. From time to time, we may create new types of accounts to serve your changing needs. As our products and services change, we may discontinue certain accounts, and we reserve the right not to offer certain accounts without notice at any time. Discontinued products may not be reflected in our most current disclosures.

3. DOCUMENTATION AND IDENTIFICATION. You may establish an account with us by signing our signature card or other documents and providing us with any other account documentation that we may require from time to time. If you desire to establish a joint account with us, each joint account owner must sign our signature card and provide us with any other account documentation that we may require from time to time. To avoid possible fraud or other problems with your account, all documentation you provide to us in connection with establishing your account must be in a form satisfactory to us. We reserve the right to approve any and all documentation, such as checks you use with your account. You agree that (a) we are not liable to you and (b) you will indemnify and hold us harmless from any and all Losses that we may incur resulting from your use of checks obtained from a third-party vendor and not through us or if you print your own checks. When we use the word **Debit** in this Agreement we mean any check written on your account, any ATM transaction, any debit card transaction, any automated clearinghouse charge to your account, any bill payment from your account, any wire transfer from your account, and any other transaction intended to withdraw or send funds from your account. Also, when we use the word **Losses** in this Agreement we mean all losses, damages, liabilities, claims, fines, penalties, fees, costs and expenses (including, without limitation, attorneys' fees and litigation costs) of any kind. We may from time to time request additional information from you to protect your account and our systems from fraud or other problems. This information may include new specimen signatures and other information that we must obtain under Applicable Law, including laws designed to stop the funding of terrorism and money laundering activities. You agree to assist us by promptly complying with any such request. You also agree to hold us harmless for refusing to pay or release funds or to take any other action relating to your account where the refusal is based on your failure to provide the signatures or documentation requested by us from time to time.

4. INTEREST. (a) Non-Interest Bearing Accounts. We do not pay interest on certain accounts. Please see the Disclosure Statement for information about these accounts. **(b) All Other Accounts.** Please see the Disclosure Statement for information regarding the following: interest rate, annual percentage yield, minimum balance, balance requirements, and compounding and crediting of interest. Please also see the Disclosure Statement for information about when we begin to pay interest on cash and noncash deposits (for example, checks) to your account.

5. FEES AND CHARGES. We may charge you certain fees and charges, and you agree that we may automatically deduct any such fees and charges from any of your accounts without notice to you. We may waive certain of these fees and charges if you maintain certain minimum balances in your account. These fees and charges and any minimum balance amounts necessary to waive these fees and charges are disclosed in the Schedule and the Disclosure Statement.

6. DEPOSIT RULES. The following terms apply to deposits made to your account. **(a) General.** Each deposit to your account must be accompanied by a completed deposit slip or other documentation we may require from time to time. You may make a deposit into your account in person at any of our branch offices, by mail, or by any other method we make available, such as our automated teller machines (**ATMs**) that accept deposits or night depositories. We are not responsible for deposits made by mail, night depository, ATM or other outside depository until we actually record the receipt of such deposits in our books and records. All deposits to your account, regardless of how made, are subject to verification, final payment and our Funds Availability Policy Disclosure. If we receive a deposit on a nonbusiness day, the deposit is considered to have been received on our next business day. You agree that our count of the currency and coins in your deposit is correct as to the amount of the deposit. If a check deposited into your account is returned for any reason by the bank on which the check is drawn (meaning, the check is

dishonored), we may, in our sole discretion, re-present the check for payment. If a check to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the check or upon any other generally accepted notification of return of the check in charging you or any of your accounts for the amount of the dishonored check. In our sole discretion and subject to Applicable Law, we may at any time refuse to accept a deposit, limit the amount that may be deposited into your account or return or hold all or any part of a deposit for any reason. You agree to reimburse us for our Losses resulting from you not endorsing a check as drawn, you depositing a check with a missing endorsement, or the return of any deposited check for any reason. **(b) Account Adjustments.** We reserve the right to make adjustments to your account, in our sole discretion, to reflect corrections or changes to your account balance. Adjustments might occur, by way of example and not limitation, if deposits or withdrawals are posted for the wrong amount, or to the wrong account, if you are subject to income tax back-up withholding tax but the appropriate amount was not withheld, or if items are returned unpaid. In the event of an error that has caused an overstated balance, you agree to reimburse the overstated amount. **(c) Endorsements.** You authorize us to accept transfers and checks for deposit to your account if they are made payable to, or to the order of, you, whether or not they are endorsed by you. All checks deposited to your account should be endorsed payable to the order of us for deposit only, followed by your signature and account number. You warrant that all endorsements are genuine. You agree that we are entitled to a valid and unqualified endorsement from you and you give us the irrevocable right to place such an endorsement on checks. You agree not to give us a check which has been endorsed "without recourse" or with another similar condition. If you do, we can still place your unqualified endorsement on the check. We can enforce against you any rights that an unqualified endorsement gives us. Unless otherwise required by Applicable Law, we will not be bound by or obligated to comply with any notation or memoranda on a check unless we have agreed to do so in advance in writing. Applicable Law requires endorsements on deposited checks to be contained on the back of the deposited check within 1 ½ inches of the trailing edge of the check. The "trailing edge" is the left side of the check looking at it from the front. The remainder of the deposited check is reserved for endorsements by depository institutions. If a check contains any printing, writing or other material on the back of the check outside the area extending 1 ½ inches from the trailing edge of the check, that material could cause delays in processing and returning the check. Accordingly, you agree that we are not liable to you and you will indemnify and hold us harmless from and against Losses that we may incur as a result of a late return of a check caused by any printing, writing or other material on the back of any check deposited in or drawn on your account that is outside the area extending 1 ½ inches from the trailing edge of the check. **(d) Direct Deposits.** You agree that we may reverse any direct deposit that is made to your account without prior notice to you at any time if (i) we credited your account in an incorrect amount, (ii) the deposit represents a duplicate credit to your account, (iii) you were not entitled to the deposit, or (iv) you were not the intended recipient of the deposit.

7. WITHDRAWAL RULES. The following terms apply to withdrawals from your account. **(a) Manner of Withdrawal.** You may make withdrawals from your account in any manner that is permitted by us for the type of account that you have opened. Withdrawals by mail will be posted to your account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your account may be restricted as provided by this Agreement or by Applicable Law. **(b) Withdrawal Restrictions.** We do not have to allow you to make a withdrawal from your account unless your Available Balance (defined below) is sufficient to pay the check or other Debit to your account and you provide us with identification that is in a form satisfactory to us and with any documentation that we may require from time to time (for example, a withdrawal slip). You agree to hold us harmless from and against any Losses arising from, or in any way relating to, refusing to pay or release funds where the refusal is based on your failure to provide us with satisfactory identification and documentation. If your Available Balance is sufficient to cover some, but not all, of the withdrawals or other Debits (such as charges) to your account, the withdrawals and other Debits are posted to your account in the order described in Payment of Checks and Other Withdrawals, below. We also may refuse to allow a withdrawal from your account under certain circumstances, including without limitation, if there is a dispute about your account (unless a court has ordered us to allow the withdrawal), your account is garnished or attached, your account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time. **(c) Withdrawal Notice Requirements.** Applicable Law requires us to retain the right to require you to give at least 7 days written notice before you may withdraw or transfer funds from your savings, negotiable order of withdrawal (NOW), or money market deposit account. If on our request, you fail to provide us with such written notice, we may refuse to allow you to withdraw funds from such an account, whether by check or other means, during this period, and will not be liable to you for our refusal. **(d) Postdated Checks.** Our check processing equipment is unable to detect postdated checks (that is, a check dated later than the date on which the check is written). Therefore, you agree not to write postdated checks on your account. You agree that we can assume that all checks presented against your account are payable on demand. We may pay and charge against your account a postdated check even though payment was made before the date of the check. We will not be liable to you for paying a postdated check drawn on your account before the stated date unless required by Applicable Law. **(e) Power of Attorney.** We may, in our sole discretion, permit any person to whom you have granted a power of attorney to access and otherwise transact business on your account until such time as we receive and have had a reasonable opportunity to act on written notice that the power of attorney has been revoked. You agree to provide us with documentation that is in a form satisfactory to us, and to hold us harmless from and against any actions we have taken or your attorney-in-fact has taken regarding your account prior to the revocation of such power. Subject to Applicable Law, we may, in our sole discretion, refuse to honor any power of attorney. We have no duty to monitor or ensure that the acts of any attorney-in-fact are for your use or benefit or are otherwise permissible under Applicable Law. We will not be liable if any attorney-in-fact exceeds his or her powers or does not comply with Applicable Law. **(f) Signatures.** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of checks at the lowest possible cost to our customers. In light of this, you agree that we do not fail to exercise ordinary care in paying a check solely because our

procedures do not provide for sight examination of checks with a face amount above or below an amount specified by us from time to time. You authorize us to store and use signature card information in any form we deem necessary, including any digitized signature capture process. We may, in our sole discretion, allow you to use a facsimile signature on any check drawn on your account. The term **facsimile signature** refers to any method used by you to sign a check other than your handwritten signature. This term includes, for example, the use of signature stamps or plates, computer-generated symbols and signatures produced by digital or other electronic means. You authorize us to accept and pay any check bearing or purporting to bear your facsimile signature as though you had signed your own name to such check, regardless of how the facsimile signature came to be placed on the check. We may pay such check even if the facsimile signature was placed on the check without your authority and regardless to whom it is drawn or made payable. You agree to assume full responsibility for the use of a facsimile signature and for payments made by us in reliance on such a signature on any check presented for payment regardless of who or what affixed your facsimile signature to it. We reserve the right to reject any check that bears or appears to bear a facsimile signature. If you use a facsimile signature, you agree to deliver a sample of the facsimile signature to us if we request it. **(g) Preauthorized Drafts.** If you provide information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. **(h) Check Legends.** We may disregard information on any check other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of, restrictive language placed on checks, including, but not limited to, terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, checks are processed through automated processing and, except in limited circumstances and in our discretion, checks are not individually examined. You agree that we act within reasonable banking standards by processing checks through automated processing systems. **(i) Safeguarding Checks.** You agree to use care in safeguarding your checks on your account against theft or misuse. You agree to tell us immediately if any checks are lost, missing, destroyed or otherwise unaccounted for.

8. FOREIGN ITEMS AND OTHER NON-ROUTINE ITEMS. Some foreign checks, bond coupons and other non-routine items will be accepted for collection only. These items are not governed by our Funds Availability Policy Disclosure. You will receive credit for such items when we receive final credit from the bank on which a particular item is drawn. If and when we receive final credit for an item that we have accepted for collection only, you agree that we may subtract the applicable fee disclosed on the Schedule from the amount finally credited to us, before we credit your account for the remaining amount. We may in our sole discretion and from time to time make exceptions to this policy. We are not, however, under any obligation to do so, and we will not be liable to you if we do not do so.

9. PAYMENT OF CHECKS AND OTHER WITHDRAWALS. (a) General. Our decision to pay or return a check written on your account or any other Debit to your account is made at the time the check or Debit is presented to us, or, in the case of a check, earlier if we receive notification that a check you have written has been deposited for collection in another bank. Our decision to pay or not pay a check or any other Debit from your account is based on your Available Balance (defined below), the amount of the Debit and other considerations. As explained above, the term **Debit** means any check written on your account, any ATM transaction, any debit card transaction, any automated clearinghouse charge to your account, any bill payment from your account, any wire transfer from your account, and any other transaction intended to withdraw or send funds from your account. We are permitted by Applicable Law to post and pay Debits to your account in any order. You should be aware that, except in the case of debit card transactions, the order in which we post Debits to your account may increase the Overdraft Fees or Return Item Fees you have to pay if your Available Balance is not enough to pay the Debit when it is posted to your account. The amount of such fees is disclosed on the Schedule. Unless you have asked us (opted-in) to pay an ATM or one-time debit card transaction if your Available Balance is not enough to pay the transaction, we never charge an Overdraft Fee for *paying* an ATM or one-time debit card transaction. For all debit card transactions, we do not charge any Overdraft Fee or Return Item Fee if your Available Balance was sufficient to pay the transaction at the time we authorized it, regardless of our Available Balance at the time the transaction is posted to your account.

(b) Order of Posting Withdrawals and Other Debits. All deposits and credits to your account for the business day will be posted to your account in timestamp order before any checks or other Debits. We post Debits to your account in different orders depending on the type of Debit. First, all of the following are posted to your account throughout the day at the time of the transaction: cash withdrawals at one of our branches, wire transfers, and purchases of official checks. All other Debits will be posted in the following order: (1) Telephone or Internet Banking transfers in timestamp order, (2) ATM and one-time debit card transactions in timestamp order, (3) Automated Clearinghouse debit transactions and Internet Banking Bill Pay transactions in timestamp order, and (5) Checks in serial number order. Checks with no serial number will post before any other checks. For other Debits with no timestamp, transactions will post in order of transaction amount from low to high transaction amount.

(c) Repeat Transactions; Re-Submitted Checks and Other Debits. It is possible for any check, ATM or debit card transaction, automated clearinghouse (ACH) charge, any bill payment from your account, and any other transaction intended to withdraw or debit funds from your account (except wire transfers from your account) to be submitted against your account for payment more than once if the item was returned by us because your Available Balance was not enough to pay the charge in full. For purposes of this section only, we refer to the items listed above as "**Charge Items.**" We do not monitor or control the number of times any transaction is submitted for payment.

If any of these Charge Items was previously returned by us and is then re-presented, and your Available Balance is again insufficient to pay the item in full, we decide in our discretion whether to pay or return the re-presented Charge Item. Every time we return any Charge Item unpaid

because your Available Balance is insufficient to pay the item, we will assess a Return Item Fee; and every time we pay any Charge Item presented to your account for payment despite the fact that your Available Balance is insufficient to cover the amount of the charge, we will charge you an Overdraft Fee (except as described below for ATM and one-time debit card transactions). This means that multiple presentments to us of the same Charge Items can result in multiple Return Item Fees, or one or more Return Item Fees and an Overdraft Fee. You agree that we may charge you these fees, even if it means multiple fees because a Charge Item is presented to us more than once and your Available Balance is not sufficient to pay the item each time. However, unless you have authorized us (opted-in), we never charge an Overdraft Fee if we pay an ATM or one-time debit card transaction when you have an insufficient Available Balance to pay that transaction.

We can return any Charge Item unpaid when your Available Balance is not sufficient to fully pay the item even if you are using our Overdraft Privilege service but we choose not to pay the item. We decide in our discretion whether to pay or return any check or other Charge Item presented against your account when your Available Balance is insufficient to pay the item, based on the amount of the Charge Item and other factors. The amount of each Return Item Fee and Overdraft Fee currently is disclosed in the Schedule, as such Schedule may be amended from time to time.

(d) Noncustomer Check Cashing Fees. From time to time, a person who is not one of our customers may try to cash a check that you have written on your account at one of our branch offices. If we cash one of your checks for a noncustomer, we are subject to certain risks that we would not otherwise have if the check were deposited at another bank and presented to us through the check collection system. We may charge a noncustomer a fee to cash a check that is written on your account, unless prohibited by Applicable Law. Also, we may impose additional security, identification and other requirements on a noncustomer seeking to cash a check written on your account. You agree that we will not be liable for wrongful dishonor or other claims or charges relating to our refusal to cash a check for a noncustomer, if that person refuses to pay the fee that we may impose or comply with our security procedures or other requirements.

10. YOUR CHECKING ACCOUNT BALANCE. It is **important** to understand the difference between your Available Balance and your Ledger Balance.

We use your **Available Balance** to determine whether a transaction will overdraw your account (bringing your account to a negative balance) or if the transaction is being presented to us when your checking account is already overdrawn. We also use your Available Balance to decide whether we will pay or return a Debit that causes your account to have a negative Available Balance or a Debit that is presented to us when your account already has a negative Available Balance. Your Ledger Balance or Current Balance, defined below, is not the same as your Available Balance and it is important to understand the differences between these two balances.

Your **Ledger Balance** includes the full amount of any deposits made to your account without regard to any portion of a deposit that may be on "hold." (See our Funds Availability Policy Disclosure for how and when holds may be placed on deposits.) Your Ledger Balance is also referred to as your **Current Balance** in some account summaries that are available to you. These balances also reflect payment transactions that have "posted" to your account. However, your Ledger Balance/Current Balance does **not include** payment transactions (i.e., Debits, as defined above) that have been authorized but still are pending, which means that your Ledger Balance/Current Balance may appear higher than it will be after any pending transactions are posted. The Ledger Balance/Current Balance does not reflect any holds on deposits, holds on funds authorized for purchases, and payments, fees, outstanding checks and other Debits and charges made on your account that have not yet posted, which means that your Ledger Balance/Current Balance is not reduced by these transactions.

Your **Available Balance** is the amount of funds available for withdrawal or use at that moment. The Available Balance takes into account holds placed on deposits and pending transactions (such as pending debit card purchases) that we have authorized but have not yet posted to your account. That means that your Available Balance is reduced by these amounts. It also means that your Available Balance will often be lower than your Ledger Balance/Current Balance. On the other hand, your Available Balance is not reduced for scheduled bill payments or checks that you have written that have not yet been processed for payment.

It is important to keep track of your transactions so that you know your Available Balance in case any of those transactions have not yet posted to your account. When you check your balance at an ATM, that will be your "Available Balance" regardless of the name provided by the ATM operator.

11. OVERDRAFTS. If you write a check on, or make a debit from, your account in an amount that exceeds the Available Balance in your account, we may, in our sole discretion, pay or return the check or debit. We will not be liable to you or any other person if we choose to pay such a check or debit. If we choose to pay the check or debit, you agree to repay us immediately for the amount by which your account is overdrawn, and you agree that the overdrawn amount and any Overdraft Fee or Return Item Fee may be repaid out of any subsequent deposit to your accounts or set off against such deposit, including without limitation, deposits of Social Security, Supplemental Security Income or other government benefits. We are under no obligation to permit you to overdraw your account. Regardless of whether we choose to pay or return the check or debit, you agree that we may charge to, and debit from, your accounts an Overdraft Fee or Return Item fee as permitted by Applicable Law. The amount of this fee is disclosed on the Schedule. If, however, your account has an overdraft line of credit, then checks or other Debits that otherwise would cause your account to be overdrawn will be paid by advances from that line of credit (subject to the credit limit and other terms of your

line of credit).

12. STALE CHECKS. Unless there is a valid stop payment request in effect, we may, in our sole discretion, pay or dishonor a check, other than a certified check, drawn on, and presented for payment against, your account if the check is presented more than 6 months after its date (that is, a stale check). We will make this decision without notice or liability to you.

13. SAVINGS ACCOUNTS. You may make unlimited withdrawals or transfers from your savings and money market accounts to one of your other accounts in person at one of our branch offices or at one of our ATMs if we have issued you a card that can access your account, provided that your other account accepts such transfers.

14. TIME DEPOSITS. If your account is a time deposit, you may make a withdrawal of principal from your account only if we agree at the time you request such a withdrawal. We may assess you an early withdrawal penalty if you withdraw any principal from your time deposit account prior to its scheduled maturity date. The terms of the early withdrawal penalty are disclosed on the Disclosure Statement. You can withdraw interest credited to your time deposit account before its scheduled maturity date without incurring an early withdrawal penalty.

(a) Penalty. The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has not been credited to your account or paid to you. If your account has not yet earned enough interest so that the penalty can be deducted from accrued interest that has not been credited or paid, the difference will be deducted from the principal amount of your account. **(b) Exceptions.** We may let you withdraw money from your time deposit account before the maturity date without an early withdrawal penalty: (i) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; (ii) when your account is an Individual Retirement Account (**IRA**) established in accordance with 26 U.S.C. § 408 and the money is paid within 7 days after your account is opened; (iii) when your account is a **Keogh** Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; (iv) if the time deposit is an IRA or Keogh established pursuant to 26 U.S.C. § 408 or 26 U.S.C. § 401, when you reach age 70 1/2 or become disabled; or (v) within an applicable grace period, if any.

15. STOP PAYMENT ORDERS. If you do not want us to pay a check drawn on your account, you have a right to request that we do not pay the check. We will accept a stop payment request from any account owner, regardless of which account owner signed the check. Any account owner may cancel a stop payment order. You can exercise this right by notifying us in person or by writing or calling us. You may generally stop payment on a check drawn on your account, provided that we have not accepted, certified, paid in cash, made final payment on or otherwise become accountable for such check, except to the extent otherwise required by Applicable Law. Stop payment requests must be timely and describe the check by the exact account number, check number and amount of the check. You must also provide any other information we reasonably request that would assist us in identifying the check (for example, the name of the person the check is made out to and the date of the check). We must be given a reasonable opportunity to act on any stop payment request before it can be considered effective. Your stop payment request will generally be effective when it is processed in your account. If the information you give us is not correct, does not reasonably describe the check or is not provided timely so as to give us a reasonable opportunity to act on your request, we are not responsible if we are not able to stop payment on the check. Oral stop payment requests received by our Customer Care Center and stop payment requests submitted through On-Line Banking are treated as written requests due to the authentication process that occurs and the record created from the request and are valid for 6 months. Oral stop payment requests not received by our Customer Care Center are only valid for 14 days, although we may, in our sole discretion, extend the time that your oral stop payment request is valid. If you would like your oral stop payment request to remain effective for longer than 14 days, you must provide us with a written stop payment request. If you do not confirm your oral stop payment request in writing during this time period and the check is presented to us for payment following the expiration of this time period, we may pay it without notice and without any liability to you. A written stop payment request is valid for 6 months, unless you renew your request before the expiration of this time period. We will not inform you when a stop payment order is about to expire. Otherwise, if you do not timely renew your request in writing and the check is presented to us for payment, we may pay it without any liability to you. You may send a written stop payment request to any of our branch offices. Stop payment requests may not be issued on Treasurer's checks. We may, however, replace a lost, stolen or destroyed bank check, provided you comply with our established procedures. If the original bank check is presented to us for payment before your claim becomes effective, we may pay the check, and we will not be liable to you for that check. The amount of the stop payment request fee is disclosed on the Schedule. You agree to pay us a fee for every stop payment request we receive from you.

16. ACCOUNT OWNERSHIP. The form of ownership of your account is designated on the signature card or our other deposit account records. We may rely on this designation for all purposes concerning your account. If for some reason you have not signed a signature card or we do not have your signature card, we will not be liable to you for honoring checks or other signed instructions if we believe in good faith that the signature appearing on such checks or instructions is authorized. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, if any, specified on your account records, except as they determine to whom we pay account funds. If two or more persons desire to establish a joint account with us, each person must sign the signature card. For your convenience, we may allow you to establish a joint account, even if only one joint account owner signs the signature card. If we allow you to do this, you agree to indemnify and hold us harmless from and against Losses we may incur, or other harm arising from, or in any way relating to, establishing your joint account without having a signature card signed by another joint account owner. By transacting any business on the joint account, a joint account owner who has not signed your account's signature card agrees to be bound by this Agreement. If any joint account owner has not provided us with a signed signature card, your joint account may not qualify as a joint account for purposes of federal deposit insurance coverage or under

Applicable Law concerning inheritance or the transfer of property upon death. We reserve the right to refuse to pay or honor checks and other orders of withdrawal signed by a joint account owner who has not signed your account's signature card. We may, in our sole discretion, convert your joint account into an individual account.

a. Individual Account. You may open and establish an individual account if you are an individual, guardian, conservator, estate or personal trust, provided that all the beneficiaries are natural persons. If you establish an individual account, you are the sole owner of your account. Only you may write checks against your account or withdraw money, regardless of who actually owns the funds.

Joint Account. If you establish a joint account, each account owner will be a co-owner and will have equal authority and rights regarding the account. **(i) Account Ownership.** Your joint account will be considered a joint tenancy with right of survivorship. Generally speaking, this means that, upon the death of any joint account owner, the account balance is owned by the surviving joint account owner(s), subject to our right of reimbursement from the account and our right to set off funds in the account, and the heirs of the deceased joint account owner have no interest in the account. **(ii) Deposits, Withdrawals and Other Account Transactions.** Any money deposited in your account is the property of each joint account owner. Unless otherwise required by Applicable Law, each joint account owner, without the consent of any other joint account owner, is authorized by every other joint account owner to make any transaction permitted by this Agreement, including, without limitation: withdrawing all or any part of account funds; pledging account funds as collateral to us for any obligation, whether that of one or more joint account owners or of a third party; endorsing and depositing checks payable to any joint account owner; giving stop payment orders on any check, whether drawn by that joint account owner or not; and closing the account, with the disbursement of account proceeds as instructed by the joint account owner. Each joint account owner is authorized to act for the other joint account owner(s) and we may accept orders and instructions regarding the account from any joint account owner. If we believe there is a dispute between joint account owners or we receive inconsistent instructions from any joint account owner, we may suspend or close the account, require a court order to act, and/or require that all joint account owners agree in writing to any transaction concerning the account. **(iii) Joint and Several Liability.** Each joint account owner is jointly and severally liable on the joint account. Generally speaking, this means that this Agreement is binding on all joint account owners, and we may seek immediate payment from any one or all joint account owners of any obligation any joint account owner has with us.

b. Totten Trust Account. We may, in our sole discretion, allow you to establish a Totten Trust account, provided you give us the name and residential address of your account beneficiary and any other documentation we may require in a form satisfactory to us. Generally speaking, a Totten Trust is an account established by you in your own name as trustee for the benefit of another, and it is a tentative trust, revocable at will. This means that you may withdraw all of the funds in your account for your own use at any time. If your account is established as a Totten Trust, deposits made to your account will be credited to you as trustee for the benefit of the designated account beneficiary. We may make payments to you during your lifetime (or if there are multiple trustees, we may make payments to any or all trustees). Upon your death (or if there are multiple trustees, on the death of all), all of the funds in the Totten Trust account will be owned by the living beneficiary. If there are multiple trustees, as between the trustees, your account will be treated as a joint account. You may change the beneficiary of your Totten Trust account by providing written direction to us in a form satisfactory to us.

c. Formal Trust Account. We may, in our sole discretion, allow a trustee or the trustees of a formal written trust (other than a Totten Trust) to establish a trust account if all of the trust's beneficiaries are natural persons. In the case of such trust accounts, you agree to provide us with a certification of trust, the name and residential address of your account beneficiary (ies), and any other documentation in a form satisfactory to us, and to hold us harmless from and against any actions that we take or any trustee takes regarding your account in reliance on such certification or other documentation. We have no duty to monitor or ensure that the acts of any trustee are for the use or benefit of the beneficiaries or are otherwise permissible under any trust instrument or Applicable Law. We will not be liable if any trustee exceeds his or her powers or does not comply with Applicable Law.

d. Payable on Death Account. Without having to establish a trust, you may, subject to Applicable Law, designate your account to be payable on your death to a designated beneficiary (**Payable on Death Account**). If you establish your account as a Payable on Death Account, your account belongs to you during your lifetime and your beneficiary has no interest in or any access to your account until your death. Upon your death (or in the case of a joint account, on the death of the last-surviving joint account owner), all of the funds in the Payable on Death Account will be owned by the living beneficiary. The funds in a Payable on Death Account are not governed by your will or inherited by your heirs. Certain state law restrictions may apply to Payable on Death Accounts. You are solely responsible for complying with Applicable Law in establishing a Payable on Death Account. We make no representation that designating your account as a Payable on Death Account is advisable. You should consult an attorney or other qualified estate planning professional before designating your account as a Payable on Death Account.

e. Transfers to Minors. You may make a gift of money to a minor under state law by opening an account in the name of the minor pursuant to the Uniform Transfers to Minors Act (**UTMA**). If your account is opened under UTMA, the funds in your account belong to the minor you have named. You, as custodian, or the custodian you have named (or any successor custodian), must transfer any funds remaining in the UTMA account to the minor or the minor's estate, as applicable, when the minor attains the age of 21 in most cases or at such other time or under the circumstances prescribed by Applicable Law. The law of the state where your account is maintained determines when the minor reaches the age of majority. Before that time, you, as custodian, or the custodian you have named (or any

successor custodian), have the right, subject to Applicable Law, to withdraw all the funds from the UTMA account at any time for the use or benefit of the minor. We have no duty to monitor or ensure that the acts of any custodian are for the use or benefit of the minor or are otherwise permissible under Applicable Law, and we will not be liable if any custodian exceeds his or her powers prescribed under UTMA or does not comply with Applicable Law.

f. Authorized Agents. We may, in our sole discretion, permit you to designate a person other than an account owner as an authorized agent on your account. An authorized agent may perform any action you may perform on your account. You may revoke an agency designation by notifying us in writing, but your revocation will not become effective until we receive your notice and have had a reasonable opportunity to act on it. You agree to hold us harmless from and against any actions an authorized agent has taken or not taken on your account. We have no duty to monitor or ensure that the acts of any authorized agent are for your use or benefit or are otherwise permissible under Applicable Law.

g. Business Accounts. We offer business accounts to (i) partnerships, corporations, associations, limited liability companies or other business entities operated on a for-profit basis, (ii) corporations or associations operated on a not-for-profit basis, (iii) governmental entities, and (iv) individuals who intend to use the account for carrying on a business or trade. You and each person who signs the signature card, any resolution or any other written authorization concerning your account, represents to and agrees with us that:

(A) you have taken all actions necessary to open and maintain your account, (B) all resolutions or other authorizations given to us by or on behalf of you are true, accurate and complete in all respects, (C) all assumed or fictitious names used by you have been duly registered or filed with the applicable governmental authorities, and (D) each person whose name is written or printed on the signature card, any resolution or any other written authorization concerning your account has complete authority to bind you in all transactions involving your account. You agree to notify us promptly in writing of any change in your form of organization or ownership or in the authority of any person with respect to your account or any transactions relating to it. We reserve the right to require you to give separate written authorization telling us who is authorized to act on your behalf. We may conclusively rely upon written instructions from any of your officers. We are also authorized to follow the directions of a person having actual, implied or apparent authority to act on your behalf until we receive written notice that such authority has been terminated and we have had a reasonable opportunity to act upon that notice. You agree to indemnify, defend and hold us harmless from and against any and all Losses or other harm arising from any action we have taken or failed to take in any way relating to any resolution, written authorization or directions provided to us by you, any of your officers or any other person having actual, implied or apparent authority to act on your behalf.

i. Fiduciary Accounts. With respect to all fiduciary, custodial and agency accounts, including, but not limited to, estate accounts, guardianship accounts, conservatorship accounts, formal trust accounts, UTMA accounts and accounts with authorized agents, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in your account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.

17. ASSIGNABILITY. Your account is not assignable, negotiable or transferable except with our consent. We must approve any pledge of your account and any such pledge remains subject to any right we have under this Agreement and Applicable Law. If you propose to transfer ownership of your account, we may require your account be closed and a new account opened in the name of the new owner.

18. LIMITED LIABILITY. Unless we have acted in bad faith or are otherwise prohibited by Applicable Law, we will not be liable to you for performing (or failing to perform) our services under or in connection with this Agreement. Without limiting the foregoing, we will not be liable for delays or mistakes which happen because of reasons beyond our control, including, without limitation, acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment. If a court finds that we are liable to you because of what we did (or did not do, as the case may be) under or in connection with this Agreement, you may recover from us only your actual damages, in an amount not to exceed the amount of the transaction in question. You agree that the limitation described in the preceding sentence is reasonable, to the extent permitted by Applicable Law. **IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

19. INDEMNIFICATION. You agree to indemnify and hold us, our directors, officers, employees, and agents harmless from and against Losses arising in connection with the services provided under this Agreement, except for Losses arising out of our own gross negligence or willful misconduct. You further agree to hold us, our directors, officers, employees, and agents harmless from Losses arising out of actions taken or omitted in good faith by us in reliance upon instructions from you. We are not responsible for any actions or omissions by any third party. If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions. We are under no obligation to follow, and we will not be liable to you if we choose not to follow, such instructions. If we do, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us.

20. RIGHT OF SETOFF. If you owe us money and that money is due, you agree to grant us a security interest in your accounts, and you also agree

to grant us the right, to the maximum extent permitted by Applicable Law, to set off the funds in your accounts to pay money owed to us, including, without limitation, charges and fees on the Schedule owed to us. You agree that the security interest you have granted us by this Agreement is consensual and is in addition to our right of setoff. We may exercise our rights of setoff and security interest without recourse to other collateral, if any, and even if our action causes you to lose interest, have checks drawn on your account returned, incur an early withdrawal penalty or any other consequence. If we exercise our right to setoff, we will notify you to the extent required by Applicable Law. Except to the extent prohibited by Applicable Law, we may set off all of the funds in your joint accounts to pay money owed to us by any joint account owner, irrespective of who contributed funds to the joint account. Our right of setoff and our security interest may not apply to your accounts if (a) your account is an IRA, Keogh or trust account, or (b) the right of setoff or the granting or exercise of a security interest in your account is prohibited by Applicable Law.

21. NO EXEMPTION FROM SETOFF. If any funds in your account are exempt from execution, levy, attachment, garnishment, seizure, setoff or other equitable process (including, without limitation, any Social Security, Supplemental Security Income, veterans or other government benefits), you agree to waive such exemption to the extent permitted by Applicable Law.

22. REIMBURSEMENT FOR LOSSES. If we take any action to collect your debt or other amounts you owe us under this Agreement or defend ourselves in a lawsuit brought by you where we are the prevailing party, you agree to reimburse us for our Losses, to the extent permitted by Applicable Law. We may charge any of your accounts for our Losses without prior notice to you.

23. INTEREST WITHHOLDING. We may be required by Applicable Law to withhold a certain percentage of the interest credited to your account in the following circumstances: (a) you do not furnish to us your correct taxpayer identification number (**TIN**), which may be your Social Security Number; (b) the Internal Revenue Service (**IRS**) informs us that you furnished us with an incorrect TIN; (c) the IRS informs us that you are subject to backup withholding because you did not report all of your reportable interest and dividends on your tax return; (d) you do not certify to us that you are not subject to backup withholding; (e) you do not certify your TIN to us; or (f) any other circumstances prescribed by Applicable Law which would require us to withhold interest. If you do not have a TIN, you may apply for one by contacting your local IRS office. You may also contact your local IRS office if you would like additional information about interest withholding or other tax-related information. Our general policy and practice is to not open an account without a TIN.

24. DORMANT ACCOUNTS. If you have not made a withdrawal from, or a deposit to, your account for an extended period of time and we have been unable to contact you, your account may be classified by us as dormant. Subject to Applicable Law, we may charge a dormant account fee on such accounts, and such accounts may be presumed to be abandoned. The amount of the dormant account fee is disclosed on the Schedule. In accordance with Applicable Law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds.

25. ACCOUNT STATEMENTS. Your statement will be sent to you monthly, quarterly or annually, depending on the type of account and services you have with us. You are responsible for promptly examining your statement and each transaction and reporting any errors or discrepancies (including, without limitation, unauthorized transactions, signatures or alterations) to us immediately. Your statement will be considered correct for all purposes and we will not be liable for any payment made and charged to your account unless you notify us in writing within certain time limits after your statement or checks were sent or made available to you. We will not be liable for any check that contains a forged signature or is altered in any way unless you notify us within 30 days after the check was sent or made available to you, or, if the check was not sent or made available to you, within 30 days after we sent or made available to you the statement that contains a description of the check. You must notify us in writing of any other error or discrepancy on your statement (other than electronic funds transfers that are governed by our Electronic Funds Transfer Disclosure and Card Holder Agreement) within 60 days and if you do not we are not liable for such error or discrepancy. We will not send your statement to you if it is unclaimed or undeliverable because you provided us with inadequate delivery instructions, you did not notify us in writing of a change in address, you asked us to hold your statement and did not claim it, or we consider your account dormant. In each of these cases, for all purposes it will be considered as if we had made your statement available to you as of the statement date that was or would have been printed on your statement. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors or discrepancies.

26. WHOLESALE WIRE AND ACH TRANSACTIONS. With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Disclosure and Card Holder Agreement, you agree to enter into and comply with our Wire Transfer Agreement (if applicable) and to comply with our security procedures and this Section 26. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order. **(a) Provisional Payment.** Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to your account in connection with such entry, and the party making payment to you via such entry (the originator of the entry) will not be deemed to have paid you the amount of such entry. **(b)**

Notice of Receipt. We will notify you of the receipt of payments in your statements. We will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer.

27. CHANGES TO AGREEMENT AND ACCOUNT; CORRESPONDENCE. (a) Changes to Agreement. We may change any term or condition of this Agreement in our sole discretion and from time to time. Any such change will generally be effective immediately without notice to you unless we are required by Applicable Law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately after we have provided you with the required advance written notice following the effective date stated in such notice. If any such required advance notice is returned to us as undeliverable because of a change in your address which you have not notified us about in writing or any other reason which is not our fault, the changes described in that notice are still binding on you. If you do not agree to the changes, you may terminate this Agreement in accordance with the terms of this Agreement. You will be deemed to accept any changes to this Agreement if you continue to maintain or use your account after the date on which the changes became effective. This Agreement may not be amended or modified orally. **(b) Account Changes.** You are required to notify us in writing if any account owner or other person authorized to sign on your account dies or is declared incompetent by a court. **(c) Correspondence.** We will rely on your address as it appears on our records for any and all communications we send to you unless you notify us in writing of a change of address and we have had a reasonable opportunity to act on such notice. You agree to notify us in writing if you change your address. To the extent permitted by Applicable Law, any written correspondence you send to us will not be effective until received by us and we have had a reasonable opportunity to act on such correspondence. Any written correspondence (including, but not limited to, statements and notices) we send to you will, however, be effective and deemed delivered when mailed to you at your address as it appears on our records. If your account is a joint account, any correspondence that we send to any one joint account owner at the address on our records for the joint account is considered notice to all joint account owners. If you have agreed to receive information or documents from us electronically (**Electronic Records**), the Electronic Records are sent by us, and received by you, when either (i) the Electronic Records are transmitted by us to an e-mail address you have given us for that purpose, or (ii) the Electronic Records are posted to a website and an e-mail is transmitted by us to an e-mail address you have given us for that purpose notifying you that the Electronic Records are available for access. If you have agreed to receive information or documents from us electronically, you will notify us immediately if your e-mail address changes or you cancel your e-mail service. Until you give us notice, we may continue to send Electronic Records to your e-mail address we have on file.

28. ACCOUNT TERMINATION. We may close your account at any time and for any reason and, subject to Applicable Law, may or may not, in our sole discretion, provide notice to you of such closing. You may also close your account by notifying us in writing. Any request to close your account will be effective only after we have received your request and we have had a reasonable opportunity to act on it. When an interest bearing account is closed, there may be accrued interest that has not been credited to your account. In that case, we will pay you the interest UNLESS we have told you otherwise. If your account is closed, we may, in our sole discretion, mail to you at your address as it appears on our records a bank check representing the remaining balance in your account, if any, or transfer such balance to another account you maintain with us. In any event, we will not be liable to you for dishonoring any check drawn on or debited from your account and presented to us for payment after your account has been closed. After your account is closed, we have no obligation to accept deposits or pay any outstanding checks. The closing of your account, whether by us or you, will not affect any of your or our rights and obligations which have arisen before the effective date of the closing of your account, and this Agreement will survive the closing of your account. In this regard, after your account is closed, you are still responsible for the payment of any fees or charges incurred prior to or in connection with the closing of your account.

29. GOVERNING LAW. This Agreement is governed by and construed in accordance with Applicable Law. If there is a conflict between this Agreement and Applicable Law, despite anything in this Agreement that may state otherwise, this Agreement will be considered changed to the extent necessary to comply with the law. If any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable in any respect by a court or other governmental agency having competent jurisdiction over us, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

30. CREDIT VERIFICATION AND REPORTING. You authorize us to request and obtain, from time to time, credit reports about you from credit reporting agencies and other information from third parties (including, without limitation, information concerning your employment, salary, assets, debts and references) that we believe is helpful to determine your eligibility to open or maintain your account and any account services, or for other legitimate business purposes.

31. SYSTEMS AND SOFTWARE. We are not responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

32. NO WAIVER OF AGREEMENT. No delay or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement

on any one occasion will constitute a waiver of that power, right, remedy or obligation on any subsequent occasion. In any event, no such delay or waiver by us will be effective unless it is in writing and signed and approved by us.

33. MISCELLANEOUS PROVISIONS. If you or your account becomes involved in any legal proceedings, your use of your account may be restricted. We are entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You agree that we may monitor or record any telephone conversation you have with us so that we may enhance security, improve customer service or train our staff. In our sole discretion, we may follow your instructions concerning your account, whether such instructions awe may do so without any liability to you. You agree to be liable to us, to the extent permitted by Applicable Law, for any Losses we may incur as a result of any dispute or legal proceeding involving your account. You authorize us to deduct any such Losses from your accounts without prior notice to you or to bill you separately. This obligation includes, but is not limited to, disputes between you and us involving your account and situations where we become involved in disputes between you and an authorized agent, an authorized signer, a joint owner, or a third party claiming an interest in your account. It also includes, but is not limited to, situations where any action taken on your account by you, an authorized agent, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for our Losses may also be made against your estate, heirs and legal representatives, who will be liable for such Losses. If we go to court for any reason, whether the proceeding is instituted by you, us or some other third party, we may introduce into evidence a copy, printout, microfilm, microfiche or electronic version of any document evidencing a transaction under or in connection with this Agreement and such copy, printout, microfilm, microfiche or electronic version will be deemed as valid as the original document.

34. UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT OF 2006. In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, restricted transactions are prohibited from being processed through your account or relationship with Bluestone Bank. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.



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OVERDRAFT PRIVILEGE DISCLOSURE

We believe it is important for you to use your checking account responsibly and to never intentionally overdraw your checking account. However, we realize that mistakes happen from time to time and we have several options available for you. As a benefit to our customers, we offer these useful services to cover you in the event that you inadvertently overdraw your checking account.

OVERDRAFT PAYMENT OPTIONS

Overdraft Privilege - Overdraft Privilege is a service we add to your checking account to cover Overdrafts (as defined below) to a set limit, subject to the Eligibility criteria listed below. We reserve the right to unilaterally refuse to pay any Overdraft. With Overdraft Privilege we generally will pay your Overdraft from checks, debits and other Overdraft Items (as defined below). However, we will not pay any Overdraft with the Overdraft Privilege service if your account is already Overdrawn by more than \$500 (personal accounts) or \$1,000 (business accounts) or would become Overdrawn by more than \$500 (personal accounts) or \$1,000 (business accounts) if we paid the Overdraft. For purposes of this \$500 (personal accounts) and \$1,000 (business accounts) limits, all Overdrafts and associated fees are included in the calculation of this limit.

When we pay Overdraft Items for you, you will be charged our standard Overdraft Fee, currently \$35, for each item we pay (except as described below for ATM and one-time debit card transactions). Even if you have the Overdraft Privilege service, we pay Overdraft Items only in our discretion, which means that we do not guarantee that we will always authorize and pay any type of Overdraft transaction. If we do not pay your Overdraft Item, you will be charged our standard Return Item Fee, currently \$35, for each item we return unpaid. We will charge a total daily maximum of \$175 in Overdraft Fees and Return Item Fees. This daily fee cap does not apply to accounts that are maintained for your business purposes rather than your personal, family or household purposes. **The Overdraft Privilege service is not a line of credit.**

For ATM and one-time debit card transactions, unless you have given your consent (opted-in) by completing and submitting our Overdraft Consent Form, we never charge an Overdraft Fee if we pay an ATM or one-time debit card transaction when you have an insufficient Available Balance to pay that transaction.

Overdrafts and Overdrawn Account - An **"Overdraft"** occurs when your Available Balance is not enough to cover a transaction, but we pay (or cover) the transaction anyway. This Overdraft condition is also called having an **"Overdrawn"** account, and transactions that cause an Overdraft or that increase the amount by which your Available Balance is less than \$0 are sometimes called **"Overdraft Transactions."** An **"Overdraft Item"** is any item covered by Overdraft Privilege (described below) that is presented to your account that causes an Overdraft. Whether we pay an Overdraft Transaction depends on the type of transaction (check or ATM transaction, for example) and, in some cases, whether you are using our Automatic Transfer service or Overdraft Line of Credit. Please note that the Automatic Transfer service and Overdraft Line of Credit, when used in accordance with their terms, prevent Overdrafts from occurring when the transaction can be paid using one of those services.

Multiple Fees for Repeated Overdraft - It is possible for any check, ATM or debit card transaction, automated clearinghouse (ACH) charge, any bill payment from your account, and any other transaction intended to withdraw or debit funds from your account (except wire transfers from your account) to be submitted against your account for payment more than once if the item was returned by us because your Available Balance was not enough to pay the charge in full. For purposes of this section only, we refer to the items listed above as **"Charge Items."** We do not monitor or control the number of times any transaction is submitted for payment.

If any of these Charge Items was previously returned by us and is then re-presented, and your Available Balance is again insufficient to pay the item in full, we decide in our discretion whether to pay or return the re-presented Charge Item. Every time we return any Charge Item unpaid because your Available Balance is insufficient to pay the item, we will assess a Return Item Fee; and every time we pay any Charge Item presented to your account for payment despite the fact that your Available Balance is insufficient to cover the amount of the charge, we will charge you an Overdraft Fee (except as described above for ATM and one-time debit card transactions). This means that multiple presentments to us of the same Charge Items can result in multiple Return Item Fees, or one or more Return Item Fees and an Overdraft Fee. You agree that we may charge you these fees, even if it means multiple fees because a Charge Item is presented to us more than once and your Available Balance is not sufficient to pay the item each time.

We can return any Charge Item unpaid when your Available Balance is not sufficient to fully pay the item even if you are using our Overdraft Privilege service but we choose not to pay the item. We decide in our discretion whether to pay or return any check or other

Charge Item presented against your account when your Available Balance is insufficient to pay the item, based on the amount of the Charge Item and other factors. The amount of each Return Item Fee and Overdraft Fee currently is \$35.

Eligibility - No application is required for the Overdraft Privilege; eligibility is based on you managing your checking account in a responsible manner. You will be eligible for the Overdraft Privilege unless:

- We, in our sole discretion, conclude that you are managing your checking account in a manner which may cause us undue credit risk.
- You do not bring your checking account to a positive balance at least once every 30 days.
- You are more than 30 days past due on any Bank loan or delinquent on any other obligation to the Bank.
- Your account is linked to an Overdraft Line of Credit, or you have enrolled in our service for automatic transfers from your savings account to your checking account to pay overdrafts.
- You are subject to any legal or administrative orders, legal process or other dispute, or are currently a party in a bankruptcy proceeding.
- You have an outstanding balance on an Overdraft Privilege Repayment Plan.
- You are a minor and are the primary accountholder.
- A Chex Systems or any other negative account management indicator is present.
- Your checking account has not yet generated two statements, or you were overdrawn for more than 5 consecutive days during the first 30 days your checking account was open.
- Your checking account is a fiduciary, trust or escrow account.
- Your checking account is classified as dormant.
- Your checking account has had its Overdraft Privilege suspended (see below).

Suspension of Privilege - After the Overdraft Privilege has been activated, we have the right to suspend it at any time if you fail to meet the eligibility criteria.

Items Covered by Overdraft Privilege - This Overdraft Privilege service applies to all of the following if they are presented to your account for payment and cause an Overdraft, unless you “Opt Out” as described below: checks, in-person withdrawals, automated clearinghouse (ACH) transactions, Internet Banking transactions, Telephone Banking transactions, bill payment transactions and other payments that you preauthorize from your account.

This Overdraft Privilege service also applies to ATM transactions and one-time debit card transactions, but only if you give your consent (opt-in) by completing and submitting our Overdraft Consent Form. “One-time debit card transactions” include all one-time debit card transactions whether those transactions are conducted at point-of-sale, in an online transaction, or by telephone. A one-time debit card transaction does not include a transaction using your debit card that is made under an authorization you have made in advance for recurring (repeat) transactions.

Payment Order of Items - All deposits and credits to your account for the business day will be posted to your account in timestamp order before any checks or other Debits. When we use the word **Debit** in this Overdraft Privilege Disclosure we mean any check written on your account, any ATM transaction, any debit card transaction, any automated clearinghouse charge to your account, any bill payment from your account, any wire transfer from your account, and any other transaction intended to withdraw or send funds from your account. We post Debits to your account in different orders depending on the type of Debit. First, all of the following are posted to your account throughout the day at the time of the transaction: cash withdrawals at one of our branches, wire transfers, and purchases of official checks. All other Debits will be posted in the following order: (1) Telephone or Internet Banking transfers in timestamp order, (2) ATM and one-time debit card transactions in timestamp order, (3) Automated Clearinghouse debit transactions and Internet Banking Bill Pay transactions in timestamp order, and (5) checks in serial number order. Checks with no serial number will post before any other checks. For other Debits with no timestamp, transactions will post in order of transaction amount from low to high transaction amount.

Understanding Your Checking Account Balance - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, Internet Banking, by phone, at an ATM owned by us, or coming into one of our branch locations.

The Difference Between your Available Balance and Your Ledger/Current Account Balance:

We use your **Available Balance** to determine whether a transaction will overdraw your account (bringing your account to a negative balance) or if the transaction is being presented to us when your checking account is already overdrawn. We also use your Available Balance to decide whether we will pay or return a Debit that causes your account to have a negative Available Balance or a Debit that is presented to us

when your account already has a negative Available Balance. Your Ledger Balance or Current Balance, defined below, is not the same as your Available Balance and it is important to understand the differences between these two balances.

Your **Ledger Balance** includes the full amount of any deposits made to your account without regard to any portion of a deposit that may be on “hold.” (See our Funds Availability Policy Disclosure for how and when holds may be placed on deposits.) Your Ledger Balance is also referred to as your **Current Balance** in some account summaries that are available to you. These balances also reflect payment transactions that have “posted” to your account. However, your Ledger Balance/Current Balance does **not include** payment transactions (i.e., Debits, as defined above) that have been authorized but still are pending, which means that your Ledger Balance/Current Balance may appear higher than it will be after any pending transactions are posted. The Ledger Balance/Current Balance does not reflect any holds on deposits, holds on funds authorized for purchases, and payments, fees, outstanding checks and other Debits and charges made on your account that have not yet posted, which means that your Ledger Balance/Current Balance is not reduced by these transactions.

Your **Available Balance** is the amount of funds available for withdrawal or use at that moment. The Available Balance takes into account holds placed on deposits and pending transactions (such as pending debit card purchases) that we have authorized but have not yet posted to your account. That means that your Available Balance is reduced by these amounts. It also means that your Available Balance will often be lower than your Ledger Balance/Current Balance. On the other hand, your Available Balance is not reduced for scheduled bill payments or checks that you have written that have not yet been processed for payment.

It is important to keep track of your transactions so that you know your Available Balance in case any of those transactions have not yet posted to your account. When you check your balance at an ATM, that will be your “Available Balance” regardless of the name provided by the ATM operator.

If You Do Not Want the Overdraft Privilege Service: Opting Out - You may never need to take advantage of these overdraft checking account payment options, but you may find them useful in the event of a temporary and inadvertent shortfall. In the event that you do not want to have Overdraft Privilege, simply complete the attached Opt-Out Form, return to us, and we will remove this benefit from your checking account. If you choose to opt-out of our Overdraft Privilege Service, we will not authorize and pay these overdrafts or, if we do pay these overdrafts in our sole discretion, we will not charge you an overdraft fee. In addition, if you opt-in to our payment of your ATM and onetime debit card transactions but opt-out of the Overdraft Privilege Service, we still may pay your ATM and onetime debit card transactions (and charge you an Overdraft Fee) if they cause an Overdraft or are presented when your account is already Overdrawn. However, we all Overdraft Transactions only in our discretion, which means that we do not guarantee that we always authorize and pay any type of transaction.

Additional Information - The Overdraft Privilege Disclosure supplements, forms a part of, and is incorporated by reference into the Deposit Account Agreement, as in effect from time to time, by and between you and us.

Line of Credit - A line of credit is available to approved checking accountholders to cover certain overdraft checks and debits described above. This service requires you to complete an application. Your approval and approved limit is based on your creditworthiness, and the terms under which we make a line of credit available are disclosed in our Overdraft Protection Agreement.



800.356.8622

www.bluestone.bank

Member FDIC • Member DIF



Date: _____

Bluestone Bank

Overdraft Privilege Department
756 Orchard Street
Raynham, Massachusetts 02767-1028

To Whom It May Concern:

I hereby notify Bluestone Bank (**Bank**) that I have elected to opt-out of the Bank's Overdraft Privilege Service (**the Service**). To fulfill my election, I am providing the Bank with the following information:

FIRST, MIDDLE & LAST NAME:

CURRENT MAILING ADDRESS:

TELEPHONE NUMBER: _____

DEPOSIT ACCOUNT NUMBER: _____

By opting out of the Service, I understand that the Bank will return or pay overdraft checks written on, or other debits from, my Bank checking account in the manner described more fully in the Bank's Deposit Account Agreement, a copy of which I received when I opened my Bank checking account. I also understand that I may continue to receive periodic information about the Service.

SIGNATURE: _____



What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when the Available Balance in your account is not enough 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 also offer overdraft protection plans, such as a link to a savings account or overdraft line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices. Information about your Available Balance and Ledger/Current Balance is provided in our “Overdraft Privilege Disclosure” and your Deposit Account Agreement.

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.

However, if you choose to opt-out of our Overdraft Privilege Service, we will not authorize and pay these overdrafts or, if we do pay these overdrafts in our sole discretion, we will not charge you an overdraft fee.

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if Bluestone Bank pays my overdrafts?

Under our standard overdraft practices:

- We will charge you a fee of \$35.00 each time we pay an overdraft.
- There is a \$175.00 daily limit on the total fees we can charge you for overdrawing your account.

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

If you also want to authorize and pay overdrafts on ATM and everyday debit card transactions, complete the form below and present it to any branch or call us at 800.356.8622.

-
- I do not want Bluestone Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.
- I want Bluestone Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions at \$35 per overdraft. I understand that I can revoke this consent at any time by notifying Bluestone Bank.

Customer Signature: _____

Date: _____

Customer Name: _____

Account Number: _____

Employee name: _____

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