Northern Bank

Business Deposit Account Agreement

This Business Deposit Account Agreement (the "Agreement") explains Northern Bank & Trust Company (the "Bank," "we" or "us") policies and regulations that govern business accounts. You agree to the terms outlined in this Agreement when you open a business account with us or any time you use that account. This Agreement does not govern accounts for personal purposes.

Business Days

The Bank's business days are Monday through Friday, excluding state and federal bank holidays, or any other day's banks in Massachusetts are permitted to close.

How to Contact Us

By Phone 1-800-273-6908, Monday through Friday between 8:00am and 6:00pm Eastern Time and Saturday between 8:30am and 12:30pm

By Mail Contact Center, Northern Bank & Trust Company, 275 Mishawum Road, Woburn, MA 01801

Account Opening

Credit Verification: If you are applying for a business deposit account with us as an individual conducting a business or trade, we may obtain a consumer report about you from a consumer reporting agency. If you are a corporation, partnership, limited liability company, unincorporated business association, nonprofit organization or other legal entity requesting to open a deposit account, you agree that we may obtain commercial credit and related information about you from time to time by any means, including obtaining information from commercial credit reporting agencies or from other reputable sources.

Account Opening Documentation Requirements: As part of our deposit account opening process, we will require you to:

- Provide us with certain resolutions, authorizations, or other documents or instructions evidencing your ability to open a deposit account and to conduct transactions on such deposit account. We reserve the right to refuse to accept or recognize any account opening documents that are not provided by us, that appear to be incomplete or improperly executed, or that are otherwise unacceptable to us.
- Provide us with financial information about you within a commercially reasonable period, provided that the information is already available or does not cause you an unreasonable expense to produce.

- Sign a deposit account signature card. If you have established a business deposit account with us as an individual conducting a business or trade, you (and any other person that you designate as an authorized signer, as defined below, on the deposit account) must sign our signature card. If you are a corporation, limited liability company, unincorporated business association, nonprofit organization or other legal entity, the individuals that you designate as authorized signers must sign our signature card. The classification and form of ownership of your deposit account is designated on the deposit account signature card. You understand and agree we may rely on such designation for all purposes regarding your deposit account. If you do not return your deposit account signature card to us during the deposit account opening process, you agree that 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 May Request New Documents: From time to time we may request additional information from you to protect your deposit account and our systems from fraud or other problems. 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 deposit account where the refusal is based on your failure to provide the signatures or documentation requested by us from time to time.

Certifying Your Employer Identification Number: When you open a deposit account with us, we will request that you provide us with a certification of your correct EIN. You must provide us with your EIN even if you do not have to file a tax return, and you must also certify that you are not subject to backup withholding.

Your Representations, Warranties, and Covenants: By opening and maintaining a deposit account with us, you represent and warrant that:

- You have completed all internal or corporate actions necessary to open and maintain a deposit account with us;
- You have furnished us with all documents necessary to evidence your ability to open and maintain a deposit account with us;
- Any and all documents, including but not limited to account opening documents that you provide to us, are duly authorized, true, accurate, and complete in all respects;
- Every person named as an authorized signer is duly authorized and has complete and full authority to bind you in all transactions involving your deposit account;
- You have procured any and all required licenses and filings regarding your business, including but not limited to any filings for fictitious trade names under which you may conduct business; and
- You will use and maintain your deposit accounts for business or commercial purposes only, and you will not use them for personal, family, or household purposes.

  You also covenant and agree that you will promptly inform us in writing of any changes in your organization, ownership, or in the authority of any authorized signers with respect to your deposit accounts with us or any transactions relating to such deposit accounts. You also agree to provide us with any additional documents regarding your deposit account that we may request from time to time.

In addition to, and not in substitution for, any other indemnification obligations that you may have to us, you agree to defend, indemnify, and hold us harmless from any and all losses that may directly or indirectly arise from**:** (a) your breach of any representation, warranty, or covenant under this Agreement; (b) any breach by an authorized signer of a representation, warranty, or covenant under this Agreement; (c) our reliance on any actions or inactions of any authorized signer or any other party with actual, implied or apparent authority to act on your behalf; or (d) your failure to inform us of any changes as required by this Agreement.

Authorized Signers: You will appoint certain individuals in your account opening documents as authorized signers on your deposit account(s) with us. You understand and agree that we may rely on the signatures and instructions of your authorized signers for the payment of funds, changing the address for the deposit account, ordering new checks, closing the deposit account, or for any other purposes relating to your deposit account. You understand and agree that we are allowed to rely on the information and documents in our books and records regarding your deposit account(s), including but not limited to your account opening documents and documents authorizing authorized signers to act on your behalf regarding the deposit account or to conduct transactions on your deposit account, until we are informed by you in writing of any changes to such information and documents and we have a reasonable opportunity to act upon such notice. You understand that we will obtain a consumer report regarding your authorized signers as part of the deposit account opening process. You understand and agree that we cannot share or otherwise summarize the results of these consumer reports with you. You agree that you will notify us immediately of the death or court-declared incompetence of any authorized signer, or otherwise if any authorized signer is no longer authorized to deal with your deposit account. In such event, you agree that you will promptly replace such authorized signers in accordance with the terms and conditions of this Agreement.

Customer Due Diligence: To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who ultimately own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes. For the purposes of this enhanced due diligence, a legal entity includes a corporation, limited liability company, partnership, and any other similar business entity formed in the United States or a foreign country. We may require you to provide the name, address, date of birth and social security number (or passport number or other similar information, in the case of foreign persons) for the following individuals (i.e., the beneficial owners):

- each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- an individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer).

  We may also ask to see a copy of a driver's license or other identifying document for each beneficial owner provided.

When Your Account is Considered Open: Your business deposit account will be considered open once you have completed and we have received and approved all required account opening documentation, have assigned you an account number and have received your initial deposit. We may, in our sole discretion, require additional signatures or other verification documentation during your account relationship with us.

Account Deposits

You can make deposits to any of your business deposit accounts by mail, in person at a branch, at one of our automated teller machines ("ATMs"), by direct deposit or by mobile deposit. We may also make available to you other methods of making deposits for your convenience. We have the right to return or not accept any noncash item submitted for deposit to your account that is missing an endorsement. We will also not accept third party endorsed noncash items. We have the right to limit, refuse or return any item.

Account Withdrawals

The rules for making withdrawals vary according to the type of account you have. As required by federal regulations, 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 any other savings account as defined by federal Regulation D. The law requires us to reserve this right, but it is not our general policy to use it.

Checking Account: You can make a withdrawal from any checking account by writing a check, making withdrawals or transfers at an ATM, or through other electronic means.

Statement Savings Accounts: You can make withdrawals from any statement savings account in person by using our withdrawal slips, making withdrawals or transfers at ATMs, or through other electronic means.

Money Market Accounts: You can make a withdrawal from any money market account by writing a check, in person using our withdrawal slip, making withdrawals or transfers at ATMs, or through other electronic means.

Certificate of Deposit (CD) Accounts: Withdrawals are allowed on a CD account before the maturity date but are subject to an early withdrawal penalty as disclosed in the Disclosure for Certificate of Deposit.

Large Cash Withdrawals: We may require reasonable advance notice for large cash withdrawals (amounts greater than $20,000). We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) at a branch if we believe the amount is unreasonable, large, or that honoring such a request would cause us an undue hardship or security risk. If we honor the request, you may be required to sign an Indemnification Agreement. We are not responsible for providing for your security in such a transaction.

Checks

Stale and Post-Dated Checks: You agree that we may pay checks drawn on your account that are presented to us for payment regardless of the date of the check, including postdated checks. We may pay checks that are presented more than six months after the date of the check and not subject to a current stop payment order, but we are not obligated to do so. If you write a check with a date later than the day on which it is presented for payment, then we may pay it regardless of its date.

Endorsements: All items must be endorsed exactly as drawn. You will be liable for any losses or delays caused by nonconforming endorsements or by other marks on the back of a check that make our endorsement or any other bank's endorsement difficult to read.

Checkbook Charges: All checkbook charges are charged to your account from the checkbook vendor via automated clearing house ("ACH") debit. These charges may overdraw your checking account if there are not enough funds in the account to cover the cost of any checkbook that you ordered.

Safeguarding Your Checks: You agree to use care in safeguarding unsigned checks on your account against theft or misuse. You must notify us immediately if any such checks are lost, missing, destroyed or otherwise unaccounted for.

Facsimile Signatures: If your checks are signed with the use of any facsimile signature or other non-manual form of signature, you acknowledge that the use of such signature is solely for your benefit and convenience. You accept sole responsibility for maintaining security over any device for such signature. Such signature will be effective as your signature regardless of whether the person affixing the signature was authorized to do so. You agree to indemnify and hold us harmless from all losses resulting from us honoring an item in any instance in which the item bears or purports to bear a facsimile signature resembling the signature of an authorized signer on file with us, regardless by whom or by what means the actual or purported signature was affixed to the item.

No Multiple-Signer Accounts: We do not offer accounts on which two or more signatures are required for a check or other withdrawal. Notwithstanding any provisions to the contrary on any signature card or other agreement you have with us, you agree that if any account purports to require two or more signers on items drawn on or withdrawals from the account, such provision is solely for your purposes and is not binding on us. If more than one person is authorized to write checks or draw items on your account, you agree that we can honor checks signed by any authorized signer, even if there are two or more lines on the items for your signature and two signatures are required.

Electronic Funds Transfer

Types of Electronic Funds Transfer: For purposes of this Agreement, an electronic fund transfer ("EFT") is a transfer of funds to or from your checking, money market, statement savings account. This Agreement applies if you are receiving preauthorized credits to your account, if you have arranged to have payments or transfers

made to a third party from your account, if you make transfers between your deposit or loan accounts using our telephone transfer system, or if you conduct transactions with your debit card.

Preauthorized Credits: You may authorize a third party to make automatic deposits to your checking, money market, statement savings.

Wire Transfers and ACH: Transfers that you make through us are subject to Article 4A of the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts. These transfers may involve Fedwire, Clearing House Interbank Payments System (CHIPS) or an automated clearing house (ACH) network and are subject to the rules of the funds transfer system through which the transfer is made, including Fedwire, National Automated Clearing House Association, regional ACH network and CHIPS.

Credit we give to you for an ACH credit transfer is provisional until we receive final settlement for that transfer through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with that transfer, and the party attempting to pay you through that transfer will be deemed to have not paid you the amount of the attempted ACH credit.

We generally notify you that we have received funds transfers by listing them on your account statement, which we send to you by mail or through online banking. We are not obligated to send you a separate notice of each incoming funds transfer, and we generally do not provide separate notices.

Preauthorized Debits: You may authorize a third party to automatically debit your checking, money market, or statement savings account.

ATM Transactions: You may use your debit card to make deposits and withdrawals from your checking, money market, or statement savings account. There is a daily limit of $750.00 per card, or your available balance, whichever is less, for withdrawals. You may use your debit card to check the balance(s) in your deposit account(s) and to transfer funds between your checking, money market, and statement savings accounts. Some of these services may not be available at all terminals.

Telephone Transfers: You may transfer funds between your checking, money market and statement savings accounts or pay loans with us from these accounts using our telephone transfer system.

Debit Card: You may use your debit card at any merchant location that accepts Mastercard® cards to make purchases. When your debit card is used to make a purchase, you are requesting us to withdraw funds from your designated checking or money market account to pay for the purchase. You can use your debit card to do:

- **Merchant Transactions.** You can use your debit card to pay for purchases at any merchant location that accepts Mastercard® cards up to your individual daily limit.
- **Direct Debiting of Your Account.** When making a merchant purchase, you authorize us to debit your designated account for the total amount of the transaction as shown on any sales draft or withdrawal order

originated by use of your debit card, whether or not you signed it, and we are permitted to handle such sales draft or withdrawal orders in the same way we handle checks drawn on your designated account, with the exception that you will have no right to stop payment.

- **Prior Authorization Required.** We may require the merchant or bank that honors your debit card to obtain prior authorization for any transaction over a certain dollar amount, which is set at our discretion and may be changed from time to time.

- **Authorizations Result in Holds on Funds in Your Account.** We reserve the right to place a hold on your designated account or any of your accounts with us based on the authorization before settlement (the actual posting of the transaction to your account). This could result in an overdraft if sufficient funds are not available in your account to cover both the hold and any checks or other items posting to the account. We will pay the purchase amount from your balance whenever the transactions posts, even if we have released the hold.

The daily withdrawal limits using your debit card are the lesser of your available balance or $2,500.00 for point of sale pinned transactions processed as a debit transaction, $2,500.00 for point of sale signature-based transactions processed as a credit transaction, and $750.00 for ATM withdrawals. Higher limits may be available upon request. Some of these services may not be available at all terminals.

Electronic Check Conversions: Some point of sale terminals may provide you the option of initializing a onetime automatic debit from your account by authorizing the merchant to obtain the necessary information from a check drawn on your deposit account. A check used in this way is treated as an EFT and is not negotiable. The check cannot be subsequently used and should be voided.

Online Banking Services: You may also access your account(s) and conduct certain EFTs through the Internet using our online banking system. The terms and conditions governing business online banking are set forth in a separate agreement. You may contact us at (800) 273-6908 for more information.

Contact in the Event of Unauthorized Transfers: Tell us AT ONCE if you believe your card, or personal identification number, or both, has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe than an electronic fund transfer has been made without your permission using information from your check. Call us at (800) 273-6908 between 8:00 a.m. and 6:00 p.m. Eastern Time, Monday through Friday (other than Bank holidays), or call (800) 754-4128 at any other time or write to us at the address provided at the beginning of this Agreement. Telephoning is the best way of keeping your possible losses down.

In Case of Errors or Questions About Your Electronic Transfers: Telephone us at (800) 273-6908 between the hours of 8:00 a.m. and 6:00 p.m. Eastern Time, Monday through Friday (other than Bank holidays), or write to us at the address provided at the beginning of this Agreement as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 calendar days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number;
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you need more information; and
- Tell us the dollar amount of the suspected error.

Liability for Failure to Make Transfers: We will not be liable for your losses or damages if we do not complete a transfer to or from your account in time or in the correct amount if:

- through no fault of ours, you do not have enough money in your account to make the transfer;
- the transfer would go over the credit limit on your overdraft line;
- the terminal does not have enough cash to enable you to make a withdrawal;
- the terminal or system was not working properly, and you knew about the breakdown when you started the transfer;
- circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we may have taken; or
- the funds are subject to legal process or other encumbrance restricting such transfer.

There may be other instances set forth by law or by an agreement with you in which we may not be liable.

Preauthorized Payments: Your authorization of certain EFTs from your account will, except as otherwise provided in our Agreement, effectively eliminate your ability to stop payment of the authorized transfer.

Right to Stop Payment and Procedure for Doing So: If you have told us in advance to make regular payments out of your account and you want to stop a payment, call the Bank at (800) 273-6908 or write to us at the address provided at the beginning of this Agreement in time for us to receive your request at least three business days before the payment is scheduled to be made. There will be a charge for each stop payment you request. Please refer to our Business Accounts Schedule of Fees for stop payment charges.

Notice of Varying Amounts: If these regular payments may vary in amount, the person you are going to pay will tell you, ten days before each payment, when it will be made and how much it will be. However, you may choose to receive notification only when the payment would differ by more than a designated amount from the previous payment, or when the amount would fall outside certain limits that you set.

Right to Receive Documentation

Terminal Transfers: You can get a receipt at the time you make any transfer to or from your account using an ATM or point of sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.

Disclosure of Account Information to Third Parties: In order to protect your privacy, we will not disclose any information about you or your account to any person, organization, or agency except:

- where it is necessary for completing transfers;
- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- to persons authorized by law during their official duties;
- to our employees, auditors, service providers, attorneys or collection agents during their duties;
- to comply with government agency or court orders; or
- to a consumer reporting agency as defined in Chapter 93 of the Massachusetts General Laws and the federal Fair Credit Reporting Act.

  If an unauthorized disclosure has been made, we must inform you of the of the disclosure within three days after we have discovered that an unauthorized disclosure has occurred.

Stop Payment

If you wish to stop payment on a check drawn on your account, within a reasonable time before the check or debit is presented, you must tell us the exact amount of the check, the check number, the check date and the full number of the account on which it is drawn for us to be able to stop it. You may also ask us to stop payment of electronic debits to your account.

If the information that you give us is not correct, or if you do not give us any other reasonable information that we ask for about the check or debit, or if you do not give us the information within a reasonable time before the check or debit is presented, we may not able to stop payment.

Regular stop payment orders are effective for six months. At the end of the effective period, the order will expire unless at that time you request an additional stop payment order. You may request an additional six month stop payment order. A stop payment fee will be imposed for each stop payment order.

We are not obligated to accept a stop payment order on any cashier's check, treasurer's check, certified check or money order. If we agree to do so, we will wait 90 days to reissue a replacement cashier's check, treasurer's check, certified check or money order.

Posting Order

Posting order is the order in which we apply deposits and credits to your account at the end of each business day, during our nightly processing.

Debits and credits may not post to your account in the order in which the transactions occur. The posting order can impact whether your available balance is enough to pay items presented to us and therefore can affect the total amount of Return Item and Insufficient Funds Fees you incur. In general, the Bank posts items in the following manner:

- **First**, we post credits. (Only credits that are available to you under our "Funds Availability Policy" will count toward your available balance.)
- **Second**, we post debits that have been presented to us for final payment. Debits are paid from smallest to largest dollar amount within posting categories established by the Bank. The general order of posting categories is:
  1. *Transaction corrections and adjustments, and fees assessed for previous days' activity, such as Return Item and Insufficient Funds Fees for items presented for payment prior to the current business day.*
  2. *Returned deposited items and outgoing wire transfers.*
  3. *All withdrawals not identified in posting categories 1, 2, 4 or 5. This includes but is not limited to ATM and debit card transactions, ACH debits, internal account transfers, checks cashed at Bank branches or Bank checks presented electronically, and electronic bill payments.*
  4. *All other checks drawn on your account and automatic payments on Bank loans.*
  5. *Fees related to current day transactions.*

Funds Availability Policy

Our policy is to generally make funds from your check deposits available to you on the first business day after the day we receive your deposit. Cash and electronic direct deposits will be available on the day we receive the deposit.

If funds from a deposit become available and you can withdraw them, that does not mean the check or other item you've deposited is "good," has "cleared," or has been paid by the paying bank. It is possible that the item will be returned unpaid months after we made the funds available to you and you have withdrawn them. No one, including our employees, can guarantee to you that a check will not be returned. You are responsible for any deposited checks that are returned unpaid. We may charge such checks back to your account.

Determining the Availability of a Deposit: The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day, we are open, we will consider that to be the day of your deposit. However, if you make a deposit 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. Automated teller machine deposits made after 3:00 PM or on a non-business day will be considered as deposited on the next business day. The length of the delay varies depending on the type of deposit as described below.

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

Same Day Availability: Cash deposits and funds from electronic direct deposits to your account will be available on the day we receive the deposit.

ATM Deposits: The first $225 from a deposit of cash, or checks made at one of our ATMs will be available immediately; US Treasury Checks and on-us checks will be available the next business day; the remaining funds will generally be available on the next business day after the day of your deposit.

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

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than $5,525 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.

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

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your 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.

Even after funds from your check deposits are available and you have withdrawn them, you are responsible if the deposited checks are returned unpaid. We may charge such checks back to your account.

Holds for Debit Credit Transactions: We may place holds on your account based on the authorization of debit card and other similar transactions before settlement (the actual posting of the transaction to your account). These holds would reduce the funds in your account available for withdrawal or to pay checks, ACH transfers or other items. This is explained in the section "Electronic Funds Transfer—Debit Card—Authorizations Result in Holds on Funds in Your Account," in this Agreement.

Substitute Checks and Your Rights

What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check.

The front of a substitute check states: *"This is a legal copy of your check. You can use it the same way you would use the original check."* You may use a substitute check as proof of payment just as you would the original check.

Some or all the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this section do not apply to original checks or to electronic debits to your account. However, you do have rights under other law with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, federal law provides for 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 because of the withdrawal (for example, a Return Deposited Item Fee).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also 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 the amount of your claim or $2,500, whichever is less (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund, if any (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 write us at Northern Bank & Trust Company, Attn: Contact Center, 275 Mishawum Road, Woburn, MA 01801, or call (800) 273-6908. You must contact us within 45 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) either 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 and the date the check was posted on your statement.

Overdrafts

We may pay or decline to pay any item when it is presented if your available balance is less than the amount of that item plus all other items received but not yet paid. We look at your available balance only once when the item is presented to us to decide if you have enough funds available to pay the item. If we do permit such a withdrawal, you agree to pay the overdrawn amount, and all applicable fees, as soon as we give you notice of the overdraft. To determine when funds are available to pay items, please see our Funds Availability Policy, above.

Under our standard overdraft practices, we may authorize and pay overdrafts for the following types of transactions:

- checks and other transactions made using your checking account number;
- automated bill payments.

We will not authorize and pay for the following types of transactions unless you ask us to do so:

- ATM transactions;
- everyday debit card transactions.

You may choose to change your preference at any time by notifying us at a branch office, by calling our Contact Center at 1-800-273-6908 or mailing a request to our Contact Center, 275 Mishawum Road, Woburn, MA 01801.

We will charge a fee during nightly processing for any item presented on a business day when you do not have sufficient funds available in your account to pay the item, whether or not we pay the item. If we pay it, either by advancing funds or allowing you to deposit immediately available funds to your account to cover the item, we will charge an Insufficient Funds Fee. If we return it, we will charge a Return Item Fee (even if we later decide to pay that item after we had initially decided to return it).

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction even if you have asked us to do so and even if we have done so in the past. Fees may be applied to each individual item that overdraws your account, even if we do not honor it.

Refer to your product information and Business Fee Schedule for information about what fees apply and how fees are calculated for your account. We may limit the number of Return Item and Insufficient Funds fees we

charge for a business day. We may charge interest on any amount you are overdrawn that you haven't repaid promptly.

You may opt out of our standard overdraft practices and request that we do not automatically pay items causing an overdraft by calling our Contact Center at 1-800-273-6908 or by visiting any branch office.

You may also request overdraft protection for your checking account if you want to link either another one of your checking or statement savings accounts to automatically transfer the amount needed, up to the available balance in the linked account, to cover checks or withdrawals that would overdraw your checking account.

Forms of Account Ownership/Special Accounts

Ownership of your account is determined by the most current signature card. However, we are authorized (but not required) to rely on the account ownership information contained in our deposit system unless you notify us that the most current signature card and the deposit system contain different information.

Checking Account Sub-Accounts: If you open a checking account, your account may be divided into two sub-accounts: a checking sub-account and a money market savings sub-account. We do this on our computer system for regulatory and accounting purposes only. These sub-accounts are treated as a single account for all other purposes, such as minimum balance requirements, interest, fees and account access. Your statement and other records will reflect only a single account.

Other Terms

If You Owe Us Money — "Right to Offset" or "Right of Set-Off": If you ever owe us money and it is due, we may, to the extent we have a right under the law or under an agreement with you, use the money from any of your accounts with us, including joint accounts, to pay the debt, even if withdrawing the money results in an interest penalty to you. If any joint account holder owes us money and it is due, we may use the money from the joint account to pay the debt. The use of your funds to pay a debt you or a joint account owner owes to us is referred to as our *"right to offset"* or *"right of set-off."* Any garnishment or levy against your account is subject to our right to offset within applicable laws.

Rules, Regulations, and Other Agreements: The U.S. Treasury requires financial institutions to verify their customers' identities and obtain certifications of valid taxpayer identification or employer identification numbers. If we do not receive such a certification within 60 calendar days of account opening, we will close the account and mail the proceeds to the account holder.

Other Agreements: Your account may also be governed by other agreements between you and the Bank. If any of the terms of the other agreements, or anything said by any of our employees, conflict with the terms of this Agreement, the terms in this Agreement will prevail.

Governing Law, Venue: Your deposit accounts, the services we provide in connection with them and all the agreements between you and us relating to those accounts and services are governed by and interpreted

according to federal laws and the laws of the Commonwealth of Massachusetts. An account opened online or through any other electronic access we make available will be deemed to have been opened in the Commonwealth of Massachusetts. Any lawsuit between the Bank and you, arising under this Agreement or otherwise, must be brought in a court located within the Commonwealth of Massachusetts. You agree to this method of settling any differences.

Notice: All notices from us will be effective when we have mailed them or delivered them to the last address that we have for you in our records, or, in the case of electronic notices, they will be effective when we emailed them to the last email address that we have for you in our records. In the case of joint accounts, notice to or from one account holder will be effective for all the account holders.

Changes to Your Information: You must notify us of any change to your name or address. If you do not provide notice of change of address, we may send notices, statements and other correspondence to you at the address maintained on our records for your account and you agree to indemnify us and hold us harmless for doing so. You acknowledge that we may, but need not, require a new signature card to be completed. If you change the ownership type of your account or your ownership capacity (see "Forms of Account Ownership/Special Accounts"), we may require you to close the account and open a new one.

Death or Incompetence: You and your legal representatives agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. Until we receive a notice of death or incompetency, we may act with respect to any account or services as if all owners are alive and competent and we will not be liable for any actions or inactions taken on that basis. If any deposit, including salary, pension, Social Security and Supplemental Security Income, payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for each such deposit and return the funds to the payer.

Transfers/Assignments: You may not transfer, assign or pledge your account(s) to a third party without our prior written consent. We will not honor the terms of any account control, or similar, agreement to which we are not a party.

Conflicting Claims and Disputes: We are not required to make payment from an account to a signer, a payee, a beneficiary of a Totten Trust account, or to any other person claiming an interest in any funds in the account:

- if we believe in good faith that there may be a bona fide dispute between the signers, beneficiaries, payees, or other persons concerning their rights to the account proceeds, or
- if we are otherwise uncertain as to who is entitled to the account funds.

We may notify all signers, beneficiaries, payees, and other persons claiming an interest in the account of the dispute or uncertainty without liability to you. We may also take one or more of the following actions:

- continue to rely on current signature cards and our other records pertaining to the account;
- honor the competing claim upon receipt of evidence we determine justifies the claim;

- freeze all or part of the funds until the dispute is resolved;
- pay the funds into an appropriate court for resolution; or
- refuse to disburse any funds in the account to any person until such time as all persons claiming an interest in the account consent in writing to a resolution of the dispute or a court of proper jurisdiction authorizes or directs disbursement of funds in the account.

  You are liable for all expenses and fees we incur, including attorneys' fees, and we may charge them to your account.

Illegal Use/Internet Gambling: You agree that you will not use your debit card, or account for any illegal activity or transaction. Further, you agree that you will not utilize your card or account for the purchase of any goods or services on the Internet that involve gambling of any sort. Such transactions include but are not limited to any quasi-cash or online gambling transaction, any electronic commerce conducted over an open network, and any betting transaction, including the purchase of lottery tickets or casino gambling chips or off-track betting or wagering. Notwithstanding the foregoing, if such a charge is approved and processed, we will not be liable to you and you will be responsible for such charges.

The Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling. The Department of Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG, to implement this Act. As defined in Regulation GG, unlawful Internet gambling means to "place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made." These restricted transactions are prohibited from being processed through your account or banking relationship with Northern Bank & Trust Company. If you engage in an Internet gambling business or enter into such a business, you must notify Northern Bank & Trust Company.

Service Charge: We have published a Fee Schedule that sets forth all applicable charges that we can make in connection with the use of your card or any electronic fund transfer, including any per transfer charge or account maintenance charge. You agree to pay any standard account charges that apply to your account. These charges may change from time to time. A list of our current charges is contained in the Business Accounts Schedule of Fees. Our waiver of a service charges on any one occasion will not constitute a waiver of such charges on any other occasion.

ATM Fees: When you use an ATM that we do not own, you may be charged a fee by the ATM operator (or by any network used) and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Collection Expenses: If we take legal action, such as the filing of a lawsuit, to collect what you owe us, you will pay our reasonable expenses, including attorney's fees.

Statements: We send statements for all accounts. Your statement will be sent, or made available through business online banking, monthly, quarterly or annually, depending on the type of account you have and the services you use. Checking and money market accounts receive a statement each month. All savings accounts will receive a statement for every month in which there is an electronic transfer to or from the account. If an electronic transfer does not occur, a quarterly statement will be issued for statement savings accounts.

You agree to examine all statements and any accompanying items promptly upon receipt, and to notify us immediately and provide all relevant facts if you discover any unauthorized signatures, alterations or other errors with your statement. Your failure to promptly notify us of any discovered errors may affect your ability to be reimbursed for any losses that you may incur as a result.. Your losses could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and notify us in writing will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or unauthorized transactions 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, regardless of whether we exercised ordinary care.

We will send your papers statements, if you have elected to receive them, to the address we have for you in our records. If your statement is returned to us because of an incorrect or otherwise undeliverable address, we may stop sending statements to you until we are provided with a correct and deliverable address.

Abandoned Property: Under state law, we are required to send funds from all dormant accounts to the state treasurer's office of the state in which you are domiciled when there has been no customer-initiated activity for three years and no contact by the customer during that time. This law applies to all accounts, including checking, savings, and money market accounts, and all certificates of deposit with the Bank. For certificates of deposit the account is deemed to be abandoned if no written communication is provided to the Bank by the account holder for two consecutive auto renewals of your CD.

Closing Your Account: We have the right to close any of your deposit accounts or terminate any service provided in connection with an account, at any time, without notice. Our decision to close an account or terminate a service will not affect your existing obligations to us, including any obligation to pay fees or charges incurred before termination.

Liability: You agree to hold us harmless from and against any claims, demands, liabilities, losses and damages including, without limitation, costs and expenses of litigation and reasonable attorneys' fees arising directly or indirectly from your account, if we have exercised ordinary care pertaining to the matters that have given rise to any such claims, demands, liabilities, losses or damages.

You agree that we will not be responsible and will incur no liability to you for any direct, indirect, special or consequential damages that you may incur because of our failure to perform properly, or of our delay in

performing, our obligations regarding your account, if such failure or delay results from any cause beyond our control.

Reporting information: We have the right to report information about your account or any service provided to you to any consumer reporting agency or to anyone you give our name to as a reference.

Our Right to Modify this Agreement: We can modify this Agreement or any of our agreements with you at any time. If we change the rules on the frequency of compounding or crediting interest, grace periods or minimum balance requirements, or if we change any of our fees, charges or penalties that we are required to include in this Agreement by applicable law, and that change is unfavorable to you, we will send you a notice before we make the change. We do not have to notify you in advance if the change is necessary for security reasons or if the change is favorable to you.

During the term of a CD account, we will not change the rules on the frequency of compounding or crediting Interest, the minimum balance requirements that apply to the account or the rate of interest or annual percentage yield (unless you have been notified that the account is subject to a variable rate of interest).