



ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT

ACCEPTANCE OF TERMS

This agreement sets out the Terms and Conditions (Terms) upon which Avidia Bank (Bank) will provide electronic records and disclosures and serves as a legally binding agreement between you and the Bank. Please read this Electronic Records Disclosure and Agreement carefully and keep a copy for your records.

ELECTRONIC SIGNATURE

I have adopted an electronic signature, which shall create a binding agreement between me and Avidia Bank. I agree that my electronic signature acts as an original signature for the purpose of this agreement

TERMS AND CONDITIONS

Electronic Copy of Related Disclosures and Agreements

In order to speed up the deposit account application process, with your consent, we will provide you with the following information electronically, rather than by postal mail or in person:

- A deposit account agreement and all related account disclosures required by applicable federal and state law for the deposit product you have selected.

Your Consent is Required - You must consent to receiving the related legal disclosures and agreements before we can provide them to you electronically. Your consent will only apply to the deposit product you have selected, the related legal disclosures and agreements, and you will not be consenting to receiving other electronic records or disclosures at this time.

Paper Copy of Disclosures, Agreements and Instructions - If you do not want to receive the legal disclosures and agreements electronically, you should exit this area of our website. If you do not consent to receiving an electronic copy of the related legal disclosures and agreements, we will not be able to open the deposit account via our website. You may visit any of our locations and speak with a financial services representative. A list of our locations may be found at our Web site. If you consent to receive the disclosures and agreements electronically, you can also request a paper copy of the related legal disclosures and agreements by contacting our Customer Contact Center by phone at the number listed on our Web site. We will not charge you any fees for providing a paper copy of the disclosures and agreements.

System Requirements to Access the Information - To receive an electronic copy of the requested file, you must have the following equipment and software:

- You must have a personal computer or other access device, which is capable of accessing the Internet (e.g., you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements.
- You must have an Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of either Microsoft® Internet Explorer version 6.0 or Netscape Navigator® version 4.73, and your system must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software meet these requirements.

System Requirements to Retain the Information - To retain a copy of the requested file, your system must have the ability to either download (e.g., to your hard disk or floppy diskette) or print the files. You must have a functioning printer connected to your personal computer or other access device, which is able to print the related disclosures and agreements on plain white 8-1/2 x 11 inch paper.

ACKNOWLEDGMENT

By executing this agreement with my electronic signature, I acknowledge that I have read and or printed a copy of this Electronic Records Disclosure Agreement and agree to abide by the Terms of the Agreement.

The Account Owner named on the Application is establishing this health savings account (HSA) exclusively for the purpose of paying or reimbursing qualified medical expenses of the Account Owner, his or her spouse, and dependents. The Account Owner represents that, unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a high deductible health plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return.

The Account Owner has assigned the custodial account the sum indicated on the Application.

The Account Owner and the Custodian make the following agreement:

ARTICLE I

1. The Custodian will accept additional cash contributions for the tax year made by the Account Owner or on behalf of the Account Owner (by an employer, family member, or any other person). No contributions will be accepted by the Custodian for any Account Owner that exceeds the maximum amount for family coverage plus the catch-up contribution.
2. Contributions for any tax year may be made at any time before the deadline for filing the Account Owner's federal income tax return for that year (without extensions).
3. Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this Agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.
4. Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II.
5. Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

ARTICLE II

1. For calendar year 2007, the maximum annual contribution limit for an Account Owner with single coverage is \$2,850. This amount increases to \$2,900 in 2008. For calendar year 2007, the maximum annual contribution limit for an Account Owner with family coverage is \$5,650. This amount increases to \$5,800 in 2008. These limits are subject to cost-of-living adjustments after 2008.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2007, an additional \$800 catch-up contribution may be made for an Account Owner who is at least age 55 or older and not enrolled in Medicare. The catch-up contribution increases to \$900 in 2008 and \$1,000 in 2009 and later years.
4. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

ARTICLE III

It is the responsibility of the Account Owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the Account Owner shall notify the Custodian that there exist excess contributions to the HSA. It is the responsibility of the Account Owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

ARTICLE IV

The Account Owner's interest in the balance in this custodial account is nonforfeitable.

ARTICLE V

1. No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in section 408(m).
2. The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
3. Neither the Account Owner nor the Custodian will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in section 4975).

ARTICLE VI

1. Distributions of funds from this HSA may be made upon the direction of the Account Owner.

2. Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the Account Owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the Account Owner's gross income and are subject to an additional 10 percent tax on that amount. The additional 10 percent tax does not apply if the distribution is made after the Account Owner's death, disability, or reaching age 65.
3. The Custodian is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the Account Owner is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

ARTICLE VII

If the Account Owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

1. If the beneficiary is the Account Owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the beneficiary is not the Account Owner's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is the Account Owner's estate, the fair market value of the account as of the date of death is taxable on the Account Owner's final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

ARTICLE VIII

1. The Account Owner agrees to provide the Custodian with information necessary for the Custodian to prepare any report or return required by the IRS.
2. The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

ARTICLE IX

Notwithstanding any other article that may be added or incorporated in this Agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional article in this Agreement that is inconsistent with section 223 or IRS published guidance will be void.

ARTICLE X

This Agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Application.

ARTICLE XI

- 11.01 *Definitions:* In this part of this Agreement (Article XI), the words "you" and "your" mean the Account Owner. The Account Owner is the person who establishes the custodial account. The words "we," "us," and "our" mean the Custodian. The word "Code" means the Internal Revenue Code, and "Regulations" means the Treasury Regulations.
- 11.02 *Notices and Change of Address:* Any required notice regarding this HSA will be considered effective when we send it to the intended recipient at the last address which we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.
- 11.03 *Representations and Responsibilities:* You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you give us, or action you take will be proper under this Agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions, or failures to act. We shall not be responsible for any penalties, taxes, judgments, or expenses you incur in connection with your HSA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings, or this Agreement. We have the right to require you to provide, on a form provided by or acceptable to us, proof or certification that you are eligible to contribute to this HSA, including, but not limited to, proof or certification that you are covered by a HDHP. In no event shall we be responsible to determine if contributions made by your employer to your HSA meet the requirements for comparable contributions, the rules of which are set forth in the Code and IRS published guidance.

We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We shall not be responsible for losses of any kind that may result from directions, actions, or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions, or failures to act by your authorized agent. You will have 60-days after you receive any documents, statements, or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements, or other information. If you do not notify us within 60 days, the documents, statements, or other information shall be deemed correct and accurate, and we shall have no further liability or obligation for such documents, statements, other information, or the transactions described therein.

By performing services under this Agreement we are acting as your agent. You acknowledge and agree that nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the Regulations promulgated thereunder with respect to HSAs. You agree to indemnify and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs, and expenses, including attorney's fees, arising from, or in connection with this Agreement.

To the extent written instructions or notices are required under this Agreement, we may accept or provide such information in any other form permitted by the Code or applicable regulations.

- 11.04 *Service Fees:* We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover, or termination fee) for maintaining your HSA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your HSA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your HSA at our discretion. We reserve the right to charge any additional fee upon 30 days notice to you that the fee will be effective.

Any brokerage commissions attributable to the assets in your HSA will be charged to your HSA. You cannot reimburse your HSA for those commissions.

- 11.05 *Investment of Amounts in the HSA:* You have exclusive responsibility for and control over the investment of the assets of your HSA. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs, and usages of any exchange, market, or clearinghouse where the transaction is executed; our policies and practices; and this Agreement. We shall have no discretion to direct any investment in your HSA. We assume no responsibility for rendering investment advice with respect to your HSA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your HSA. In the absence of instructions from you, or if your instructions are not in a form acceptable to us, we shall have the right to hold any uninvested amounts in cash, and we shall have no responsibility to invest uninvested cash unless and until directed by you. We will not exercise the voting rights and other shareholder rights with respect to investments in your HSA unless you provide timely written directions acceptable to us.

You will select the type of investment for your HSA assets, provided, however, that your selection of investments shall be limited to those types of investments that we are authorized by our charter, articles of incorporation, or bylaws to offer and do in fact offer for investment in HSAs.

- 11.06 *Beneficiary(ies):* If you die before you receive all of the amounts in your HSA, payments from your HSA will be made to your beneficiary(ies).

You may designate one or more persons or entities as beneficiary of your HSA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Unless otherwise specified, each beneficiary designation you file with us will cancel all previous ones. The consent of a beneficiary(ies) shall not be required for you to revoke a beneficiary designation. If you have designated both primary and contingent beneficiaries and no primary beneficiary(ies) survives you, the contingent beneficiary(ies) shall acquire the designated share of your HSA. If you do not designate a beneficiary, or if all of your primary and contingent beneficiary(ies) predecease you, your estate will be the beneficiary.

If your surviving spouse acquires an interest in this HSA by reason of being the beneficiary at your death, this HSA (or in accordance with rules established by the IRS the relevant portion thereof) shall be treated as if the surviving spouse were the Account Owner.

If the beneficiary is not your spouse, the HSA (or in accordance with rules established by the IRS the relevant portion thereof) will cease to be an HSA as of the date of your death.

Upon learning of your death, we may, in our complete and sole discretion, make a final distribution to a beneficiary (other than your spouse) of his or her interest in the HSA. This distribution may be made without the beneficiary's consent and may be placed in an interest-bearing (or similar) account that we choose.

- 11.07 *Termination of Agreement, Resignation, or Removal of Custodian:* Either party may terminate this Agreement at any time by giving written notice to the other. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another financial organization. If you do not complete a transfer of your HSA within 30 days from the date we mail the notice to you, we have the right to transfer your HSA assets to a successor HSA custodian or trustee that we choose in our sole discretion, or we may pay your HSA to you in a single sum. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section.

If this Agreement is terminated, we may charge to your HSA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following:

- any fees, expenses, or taxes chargeable against your HSA;
- any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your HSA.

If we are required to comply with Regulations section 1.408-2(e), and we fail to do so, or we are not keeping the records, making the returns, or sending the statements as are required by forms or Regulations, the IRS may, after notifying you, require you to substitute another trustee or custodian.

We may establish a policy requiring distribution of the entire balance of your HSA to you in cash or property if the balance of your HSA drops below the minimum balance required under the applicable investment or policy established.

- 11.08 *Successor Custodian:* If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion which includes your HSA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your HSA, but only if it is the type of organization authorized to serve as an HSA trustee or custodian.

- 11.09 *Amendments:* We have the right to amend this Agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we mail the amendment, you notify us in writing that you do not consent.

- 11.10 *Withdrawals or Transfers:* All requests for withdrawal or transfer shall be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalty taxes or surrender charges.

We may allow the return of mistaken distributions provided there is clear and convincing evidence that the amount(s) distributed from the HSA was because of a mistake of fact due to reasonable cause. In determining whether this standard has been met, we shall have the ability to rely on your representation that the distribution was, in fact, a mistake.

In no event shall we restrict HSA distributions to pay or reimburse only your qualified medical expenses. However, we may, on a case-by-case basis or as a matter of policy, place reasonable restrictions on both the frequency and the minimum amount of distributions from the HSA.

- 11.11 *Transfers From Other Plans:* We can receive amounts transferred to this HSA from the custodian or trustee of another HSA. In addition, we can accept rollovers of an eligible amount from an Archer MSA. However, we reserve the right not to accept any transfer or rollover.

- 11.12 *Liquidation of Assets:* We have the right to liquidate assets in your HSA if necessary to make distributions or to pay fees, expenses, taxes, penalties, or surrender charges properly chargeable against your HSA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree not to hold us liable for any adverse consequences that result from our decision.

- 11.13 *Restrictions On The Fund:* Neither you nor any beneficiary may sell, transfer, or pledge any interest in your HSA in any manner whatsoever, except as provided by law or this Agreement.

The assets in your HSA shall not be responsible for the debts, contracts, or torts of any person entitled to distributions under this Agreement.

11.14 *What Law Applies:* This Agreement is subject to all applicable Federal and State laws and regulations. If it is necessary to apply any State law to interpret and administer this Agreement, the law of our domicile shall govern.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

GENERAL INSTRUCTIONS

Section references are to the Internal Revenue Code.

Purpose of Form

Form 5305-C is a model custodial account agreement that has been approved by the IRS. An HSA is established after the form is fully executed by both the Account Owner and the Custodian. The form can be completed at any time during the tax year. This account must be created in the United States for the exclusive benefit of the Account Owner.

Do not file Form 5305-C with the IRS. Instead, keep it with your records. For more information on HSAs, see Notice 2004-2, 2004-1 C.B. 269, Notice 2004-50, 2004-2 C.B. 196, Publication 969, Health Savings Accounts and Other Tax-Favored Health Plans, and other IRS published guidance.

Definitions

Identifying Number. The Account Owner's social security number will serve as the identification number of this HSA. For married persons, each spouse who is eligible to open an HSA and wants to contribute to an HSA must establish his or her own account. An employer identification number (EIN) is required for an HSA for which a return is filed to report unrelated business taxable income. An EIN is also required for a common fund created for HSAs.

High Deductible Health Plan (HDHP). For calendar year 2007, an HDHP for self-only coverage has a minimum annual deductible of \$1,100 and an annual out-of-pocket maximum (deductibles, co-payments, and other amounts, but not premiums) of \$5,500. In 2008, the \$1,100 minimum annual deductible remains the same and the annual out-of-pocket maximum increases to \$5,600. For calendar year 2007, an HDHP for family coverage has a minimum annual deductible of \$2,200 and an annual out-of-pocket maximum of \$11,000. In 2008, the \$2,200 minimum annual deductible remains the same and the annual out-of-pocket maximum increases to \$11,200. These limits are subject to cost-of-living adjustments after 2008.

Self-only coverage and family coverage under an HDHP. Family coverage means coverage that is not self-only coverage.

Qualified medical expenses. Qualified medical expenses are amounts paid for medical care as defined in section 213(d) for the Account Owner, his or her spouse, or dependents (as defined in section 152) but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not qualified medical expenses.

Custodian. A custodian of an HSA must be a bank, an insurance company, a person previously approved by the IRS to be a custodian of an individual retirement account (IRA) or Archer MSA, or any other person approved by the IRS.

SPECIFIC INSTRUCTIONS

Article XI. Article XI and any that follow it may incorporate additional provisions that are agreed to by the Account Owner and Custodian. The additional provisions may include, for example, definitions, restrictions on rollover contributions from HSAs or Archer MSAs (requiring a rollover not later than 60 days after receipt of a distribution and limited to one rollover during a one-year period), investment powers, voting rights, exculpatory provisions, amendment and termination, removal of custodian, custodian's fees, state law requirements, treatment of excess contributions, distribution procedures (including frequency or minimum dollar amount), use of debit, credit, or stored-value cards, return of mistaken distributions, and descriptions of prohibited transactions. Attach additional pages if necessary.

DISCLOSURE STATEMENT

REQUIREMENTS OF AN HSA

A. **CASH CONTRIBUTIONS** – Your contribution must be in cash, unless it is a rollover contribution.

B. **MAXIMUM CONTRIBUTION** – The total amount that may be contributed to your HSA for any taxable year is the sum of the limits determined separately for each month. The determination for each month is based on whether, as of the first day of such month, you are eligible to contribute and whether you have individual or family coverage under a high deductible health plan (HDHP). If you have individual coverage, the maximum monthly contribution is 1/12 of \$2,850 (for 2007). If you have family coverage, the maximum monthly contribution is 1/12 of \$5,650 (for 2007). The 2007 limits of \$2,850 and \$5,650 are subject to cost-of-living increases. In addition, if you have attained age 55 before the close of the taxable year, the contribution limit is increased by an additional amount not to exceed \$800 for 2007, \$900 for 2008, and \$1,000 for 2009, and thereafter. The annual limit is decreased by aggregate contributions to an Archer MSA and by any qualified HSA funding distributions deposited from an IRA.

If you become HSA-eligible after the beginning of the year, you may make a full year's contribution up to the statutory contribution limit as long as you maintain eligibility during the testing period. The testing period begins the last month of the initial eligibility year and ends at the end of the 12-month period following that month. If you do not remain eligible for the testing period, you must include the contributions made for the months that you were not otherwise eligible in your gross income and pay a 10 percent penalty tax on the amount.

C. **CONTRIBUTION ELIGIBILITY** – You are an eligible individual for any month if you: (1) are covered under an HDHP on the first day of such month; (2) are not also covered by any other health plan that is not an HDHP and that provides coverage for any benefit covered under the HDHP (with limited exceptions); (3) are not enrolled in Medicare; and (4) are not eligible to be claimed as a dependent on another person's tax return.

In general, an HDHP is a health plan that satisfies certain requirements with respect to deductibles and out-of-pocket expenses. Specifically, an HDHP has an annual deductible of at least \$1,100 (2007) for single coverage and at least \$2,200 (2007) for family coverage. In addition, the sum of the annual out-of-pocket expenses required to be paid (deductibles, copayments, and amounts other than premiums) cannot exceed \$5,500 (2007) for single coverage and \$11,000 (2007) for family coverage. All of these dollar amounts may be adjusted annually for cost-of-living increases.

D. **NONFORFEITABILITY** – Your interest in your HSA is nonforfeitable.

E. **ELIGIBLE CUSTODIANS** – The Custodian of your HSA must be a bank, savings and loan association, credit union, or a person approved by the Secretary of the Treasury.

F. **COMMINGLING ASSETS** – The assets of your HSA cannot be commingled with other property except in a common trust fund or common investment fund.

G. **LIFE INSURANCE** – No portion of your HSA may be invested in life insurance contracts.

INCOME TAX CONSEQUENCES OF ESTABLISHING AN HSA

A. **HSA DEDUCTIBILITY** – If you are eligible to contribute to an HSA for any month during the taxable year, amounts contributed to your HSA are deductible in determining adjusted gross income up to the maximum contribution limits discussed above. The deduction is allowed regardless of whether you itemize deductions. Employer contributions to your HSA are excludable from your gross income and you cannot deduct such amounts on your tax return as HSA contributions.

B. **TAX-DEFERRED EARNINGS** – The investment earnings of your HSA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).

C. **TAXATION OF DISTRIBUTIONS** – The taxation of HSA distributions depends on whether the distribution is for a qualified medical expense. Distributions paid due to qualified medical expenses are excluded from your gross income. Qualified medical expenses are amounts you pay for medical care (as defined in Internal Revenue Code (IRC) section 213(d)) for yourself, your spouse, and your dependents (as defined in IRC section 152), but only to the extent that such amounts are not covered by insurance or otherwise. Distributions made for purposes other than qualified medical expenses are included in your gross income.

D. **ROLLOVERS** – Your HSA may be rolled over to an HSA of yours, or may receive rollover contributions, provided that all of the applicable rollover rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property between any of your HSAs. The rollover rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover, please see a competent tax advisor.

1. **HSA or Archer MSA to HSA Rollovers** – Funds distributed from your HSA may be rolled over to an HSA of yours if the requirements of IRC section 223(f)(5) are met. A proper HSA to HSA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is

received. You may make only one rollover contribution to an HSA during a 12-month period.

Funds distributed from your Archer MSA may be rolled over to your HSA. A proper Archer MSA to HSA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received.

2. **Health FSA or HRA to HSA Rollovers** – If allowed under your health flexible spending arrangement (FSA) or health reimbursement arrangement (HRA), you may roll over the lesser of the balance in the health FSA or HRA on (1) September 21, 2006, or (2) the date of the distribution, directly to your HSA. If you do not remain HSA-eligible (for reasons other than death or disability) for 12 months following the month of the rollover, the amount rolled over is subject to taxation and a 10-percent penalty tax. Direct rollovers from health FSAs or HRAs may only be made through December 31, 2011.

3. **Written Election** – At the time you make a proper rollover to an HSA, you must designate to the Custodian, in writing, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.

E. **QUALIFIED HSA FUNDING DISTRIBUTIONS** – If you are eligible to contribute to an HSA, you may be eligible to take a one-time, tax-free HSA funding distribution from your IRA and directly deposit it to your HSA. The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit in effect for the type of high deductible health plan coverage (i.e., single or family coverage) that you have at the time of the deposit, and counts toward your HSA contribution limit for that year. If you do not remain HSA-eligible (for reasons other than death or disability) for 12 months following the transaction, the amount of the transaction is subject to taxation and a 10-percent penalty tax. For further detailed information, you may wish to obtain IRS Publication 969, Health Savings Accounts and Other Tax-Favored Health Plans.

F. **CARRYBACK CONTRIBUTIONS** – A contribution is deemed to have been made on the last day of the preceding taxable year if you make a contribution by the deadline for filing your income tax return (not including extensions), and you designate that contribution as a contribution for the preceding taxable year. For example, if you are a calendar year taxpayer and you make your HSA contribution on or before April 15, your contribution is considered to have been made for the previous tax year if you designated it as such.

G. **BENEFICIARY ISSUES** – If you die and your beneficiary is your spouse, your HSA (or the relevant portion thereof) shall become your spouse's HSA as of the date of your death.

If the beneficiary is not your spouse, the HSA (or the relevant portion thereof) will cease to be an HSA as of the date of death.

If the beneficiary is your estate, the fair market value of the account as of your date of death is taxable on your final return. For other beneficiaries, the fair market value of the account is taxable to that beneficiary in the tax year that includes such date.

LIMITATIONS AND RESTRICTIONS

A. **DEDUCTION OF ROLLOVERS AND TRANSFERS** – A deduction is not allowed for rollover or transfer contributions.

B. **PROHIBITED TRANSACTIONS** – If you or your beneficiary engage in a prohibited transaction with your HSA, as described in IRC section 4975, your HSA will lose its tax-exempt status and you must include the value of your account in your gross income for that taxable year.

C. **PLEDGING** – If you pledge any portion of your HSA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that year.

FEDERAL TAX PENALTIES

A. **PENALTY TAX** – Effective January 1, 2011, if you receive a distribution that is included in your gross income, you are subject to an additional penalty tax of 20 percent. This additional 20 percent penalty tax will apply unless a distribution is made on account of: (1) attainment of age 65 (or, if different, the age specified under section 1811 of the Social Security Act), (2) death, or (3) disability.

B. **EXCESS CONTRIBUTION PENALTY TAX** – An excise penalty tax of six percent is imposed upon any excess contribution you make to your HSA. This additional tax will apply each year in which an excess remains in your HSA. An excess contribution is any amount that is contributed to your HSA that exceeds the amount that you are eligible to contribute, excluding rollover and direct transfer amounts.

OTHER

A. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.



Deposit Account Agreement

ELECTRONIC SIGNATURE

I have adopted an electronic signature, which shall create a binding agreement between me and Avidia Bank. I agree that my electronic signature acts as an original signature for the purposes of this agreement.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
3. I am a U.S. citizen or other U.S. person.

GENERAL AGREEMENT

The terms "you" and "your" refer to the depositor (whether joint or individual) and the terms "we," "us" and "our" refer to the financial institution. The acronym "NOW" means Negotiable Order of Withdrawal. You understand that the following Account Agreement ("Agreement") governs your account with us, along with any other documents applicable to your account, including the Truth in Savings Account Disclosure and the Privacy Policy, and where applicable, the Funds Availability Policy and the Electronic Fund Transfer Agreement ("Disclosures"), which are incorporated herein by reference. You understand that your account is also governed by applicable law.

TERMS AND CONDITIONS

1. Deposits. Deposits may be made in person or by mail. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as deposits. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposited is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned, and all related costs and expenses related to the collection of some or the entire amount from you. Funds deposited to your account are available in accordance with the Disclosures.

2. Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

3. Withdrawals. Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

4. Withdrawal Notice Requirements. We have the right to require seven days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

5. Set-offs. We may set-off funds in your account and any other accounts held by you, jointly or individually, to pay any debt you may owe us. If the account(s) is/are held jointly, we may offset funds for the debt of any one of the joint owners.



6. Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

7. Expenses. You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, cost or expense from your account without prior notice to you.

8. Dormant Accounts. You understand that if your account is dormant, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.

9. Joint Accounts, Trust Accounts and Custodial Accounts. You acknowledge that if your account is set up as a joint account, trust account or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

10. Joint Account. If this is a joint account, all deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

11. Joint Account With/Without Right of Survivorship. If this account is noted as a joint account with right of survivorship, on the death of one party to a joint account, all sums in the account on the death vest in and belong to the surviving party(ies) as his or her separate property and estate. In the event this account is designated as a joint account without right of survivorship and we receive written notice of death of any person named on the account, we may freeze the account until we have received satisfactory evidence as to the disposition of the account.

12. In Trust For Account. If the account is designated as an In Trust For account, you may change the named beneficiary at any time by written direction to us. Upon your death, or if there are two or more trustees, upon the death of the last trustee, the amount then on deposit together with the interest may be paid to the beneficiary or to the beneficiary's legal representative. We will not release any funds, however, until all legal documents have been delivered to us. We will not be liable for any payments or withdrawals made in accordance with state law.

13. Custodial Account. A custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers/Gifts to Minors Act must be opened in the name of a custodian "as custodian for (name of minor) under the Uniform Transfers to Minors Act". There may be only one custodian and one minor as beneficiary for each minor account.

14. Power of Attorney. If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

15. Fees, Service Charges and Balance Requirements. You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this financial institution.

16. Amendments and Alterations. You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

17. Notices. You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us.



18. Closing Account. We may close your account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you may be entitled. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

19. Transfers and Assignments. You cannot assign or transfer any interest in your account unless we agree in writing.

20. Applicable Laws and Regulations. You understand that the Agreement is governed by the laws of the state in which the account is opened, unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law.

21. ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code-Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA") Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made.

Provisional Payment. Credit we give you with respect to an ACH credit entry is provisional until we receive final settlement for that 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 you in connection with the entry, and the party making the payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

International ACH Transactions. If your transactions originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

Notice of Receipt. Under the operating rules of NACHA, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted through one or more ACHs and which are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where this account is opened as provided by the operating rules of NACHA, which are applicable to ACH transactions involving your account.

22. Payment of Interest. If this is an interest bearing account, the interest is calculated and paid in accordance with the Disclosures.

23. Checks. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account or on any check issued by you must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

24. Substitute Checks. To make check processing faster, federal law permits financial institutions 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 like the original check. Some or all of the checks that you receive back from us may be substitute check(s).

25. Non-Sufficient Funds. If your account lacks sufficient available funds to pay a check, preauthorized transfer, or other debit activity presented for payment, we may return such item for non-sufficient funds and will charge you a fee as provided in the Disclosures, subject to our Overdraft Policy, if any. Our processing order is: All credit transactions are processed first. Debits, or withdrawals, from your account will be processed as follows: electronic items such as ATM and Pre-Authorized transactions than checks. The items are processed in the order received within each category.



26. Stop Payments. If you request us to stop payment on a check you have written, or on a preauthorized transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Requests to stop all future payments on a preauthorized transfer may require additional documentation to be supplied to us. Your stop payment request must describe the item or account with reasonable certainty, and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect for 6 months or until we receive written revocation of the stop payment, whichever occurs first. A stop payment on a preauthorized transfer will remain in effect until we receive a withdrawal of the stop payment request or the return of the debit entry(ies), whichever occurs first. You will be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the joint owners of the account, regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or a series, unless our policy requires we open a new account for you to ensure your security.

27. Statements. We will provide you with a periodic statement showing the account activity. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies. If you fail to notify us, you will have no claim against us. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

28. Stale or Postdated Checks. We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable to you for paying any stale or postdated check, and you agree to reimburse us for any loss we might suffer, as long as we acted in good faith or exercised ordinary care. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

29. Check Safekeeping. If you utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. At your request, we will provide without charge up to 25 canceled instruments or legible copies of the fronts and backs thereof per calendar year. Additional copies may be subject to a fee, as indicated in the Schedule of Fees or Disclosures. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

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

31. Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

32. No Waiver. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege

33. 18/65 Law. If you are 65 years of age or older or 18 years of age or younger, you may be effected by the Massachusetts legislation referred to as the 18/65 law, Chapter 230 of the acts of the 1984 General Laws of the Commonwealth of Massachusetts. In part, this law reads. "No bank shall impose any fee, charge or other assessment against the savings or checking account of any person sixty five years of age or older or eighteen years of age or younger; and provided, further, that a reasonable charge, as determined by the Commissioner, may be assessed against any such account of any persons sixty five years of age or older or eighteen years of age or younger when payment has been refused because of insufficient funds on any check drawn on such account. All parties to an applicable account must meet the age requirements specified therein unless the only party not meeting such requirements is the spouse of the eligible depositor". Except for Money Market, Certificate of Deposit and IRAs, owners of all other consumer related deposit account types are covered by this law if they meet the aforementioned age requirement. The responsibility rests with each depositor to initiate their eligibility.



ACKNOWLEDGMENT

By executing this agreement with my electronic signature, I acknowledge that:

- **I have read and or printed a copy of this Deposit Account Agreement and agree to abide by the Terms of this Agreement.**
- **All signers authorize this institution to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.**
- **The Tax Payer Identification Number is my correct Social Security Number (or I am waiting for a number to be issued to me)**
- **I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding**
- **I am a U.S. citizen or other U.S. person**



TRUTH-IN-SAVINGS DISCLOSURE
EFFECTIVE June 10, 2013

Interest Rates and Annual Percentage Yields (APY) – The interest rates and the annual percentage yields for the accounts about which you have inquired are shown below in the chart titled, I.E. **Interest Rates and Annual Percentage Yields (APY) – Effective June 10, 2013**. The interest Rate is the rate at which interest is paid on the collected balance of the account or the principal balance of a Certificate of Deposit. The annual percentage yield (APY) is the rate at which an account would earn interest over a one year period if the stated interest rate remained in effect throughout that period and all interest paid on the account were left in the account. The interest rates and the annual percentage yield for Certificate of Deposit accounts are subject to the **Fixed Rate Information** section listed below and all other accounts are subject to the **Variable Rate Information** section.

VARIABLE RATE INFORMATION – The interest rate of your account opened online will be determined by the rate in effect when funds are deposited to the account, however the interest rate and annual percentage yield may change.

- Determination of Rate** – At our discretion we may change the interest rate on your account.
- Frequency of Rate Changes** – We may change the interest rate on your account at any time.
- Limitations on Rate Changes** – There are no maximum or minimum interest rate limits.
- Bonus Interest Rate** – Designated accounts earn additional interest if qualifications are met.

FIXED RATE INFORMATION – The interest rate of your certificate of deposit account opened online will be determined by the rate in effect when funds are deposited to the account and remain fixed until maturity.

Additional Rate Information – The APY calculation is based upon a 12 month period. Any certificate of deposits with a maturity of less than a year will cause the annual percentage yield earned to be less based upon the actual term.

COMPOUNDING AND CREDITING – The annual percentage yield calculation assumes interest will remain on deposit. A withdrawal will reduce earnings. If you close your account before interest is credited, you will not receive the accrued interest. Depending upon the type of deposit account you open online, the interest accrual and compounding method may differ. Please see the interest accrual and compounding methods below.

Type of Account	Interest Crediting	Interest Compounding
Smart Statement Savings	Monthly	Daily
Value Now Checking	Monthly	Daily
Junior Checking	Monthly	Daily
Senior Checking	Monthly	Daily
eChecking	Monthly	Daily
HSA Checking	Monthly	Daily
Personal Money Market	Monthly	Daily
3 Month Certificate of Deposit	Monthly	Monthly
6 Month Certificate of Deposit	Monthly	Monthly
1 Year Certificate of Deposit	Monthly	Daily
18 Month Certificate of Deposit	Monthly	Daily
24 Month Certificate of Deposit	Monthly	Daily
36 Month Certificate of Deposit	Monthly	Daily
48 Month Certificate of Deposit	Monthly	Daily
60 Month Certificate of Deposit	Monthly	Daily

MINIMUM BALANCE REQUIREMENTS – There may be minimum balance requirements to open the account, obtain the annual percentage yield (APY), receive Benefits for designated accounts, and avoid monthly maintenance fees. Based upon the compounding method, you will **earn interest during the account’s cycle period when your account equals or exceeds the minimum balance requirement**. The minimum balances required to open your account and obtain the disclosed APY are listed in the section titled **“Interest Rates and Annual Percentage Yields (APY).”** The minimum balance requirements to avoid monthly maintenance fees are listed in the section titled **“Monthly Maintenance Fees.”** The minimum balance requirements to receive benefits for designated accounts are listed in the section titled **Additional Information**. The minimum balances are computed as described in the section captioned **“Balance Computation Method.”**



BALANCE COMPUTATION METHOD – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to either the collected balance of your account or the principal balance of your Certificate of Deposit. We use the monthly collected balance method to calculate the Bonus Interest Rate on eligible accounts. This method applies a monthly periodic rate to the monthly collected balance if specified qualifications are satisfied. The collected balance is determined by taking the current balance minus transactional float or holds placed upon your account.

ACCRUAL ON NONCASH DEPOSITS – Interest begins to accrue on all non-cash deposits (such as electronic transfers) no later than the day the Bank receives provisional credit for the deposit.

PROCESSING ORDER

All credit transactions are processed first. Debits, or withdrawals, from your account will be processed as follows: electronics items such as ATM and Preauthorized transactions then checks. The items are processed in the order received within each category.

STANDARD OVERDRAFT PRACTICES

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
- In person withdrawals
- Or other electronic means

Under our standard overdrafts practices:

- We will charge you a fee of up to \$30.00¹ each time we pay an overdraft
- There is a limit of \$120.00² on the total fees we can charge you for overdrawing your account per day.
- You may link a savings account to a checking account to cover overdraft items. Each transfer from the savings account will incur a fee of \$5.00.
- A continuous overdraft fee is a daily overdraft fee of \$2.00 per day, charged after an account has been overdrawn for five consecutive business days.

¹Reduced to \$5.00 per 18/65 MA law.

²Reduced to \$20.00 per 18/65 MA law.



FEES AND CHARGES

The following fees and charges may be assessed against your account:

Abandoned Property Fee	\$40.00
Account Reconciliation (per hour-\$15.00 minimum)	\$25.00
ACH Origination (each)	\$3.50
Uncorrected ACH Transaction Fee	\$1.00
Inactive accounts (fee per month) no activity for 12 months, balance less than \$100.00*	\$2.00
Levy Fee (per levy)	\$40.00
New Account Closed Within 6 Months	\$25.00
OD Transfer Charge	\$5.00
Research Fee (per hour-\$15.00 minimum)	\$25.00
NOW Account Maintenance Fee (if average balance falls below \$1,000.00)	\$5.00
Access Checking Maintenance Fee	\$5.00
Personal Money Market (if balance falls below \$1,000.00)	\$5.00
Maintenance Fee for excessive transactions (per transaction)	\$10.00
Return Mail Fee (monthly) if mail returned by Post Office as undeliverable	\$3.00
Stop Payment (all items)	\$25.00
Wire transfers (incoming)	\$10.00
Wire transfers (outgoing)	\$20.00
Wire transfers (outgoing) international	\$40.00
Non-Sufficient Funds (NSF). An insufficient funds item may be created by check, in-person withdrawal, ATM withdrawal or other electronic means.	\$30.00
Paid overdraft item (NSF). Overdraft item fee applied to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means.	\$30.00
Non-Avidia Bank ATM Fee	\$2.50
Return items, deposited	\$5.50
Replacement fee for ATM/Visa check (debit) card	\$10.00
Inactive Debit Card Fee, monthly (after 90 days)**	\$1.00
ATM Error adjustment fee	\$2.00
Unavailable funds fee	\$30.00

*Health Savings Accounts, Certificates of Deposit and Individual Retirement Accounts are excluded from this fee.

**HSA Debit Cards are excluded from this fee.

The following fees and charges may be assessed against your account if you are sixty five years of age or older, or eighteen years of age or younger:

Non-Sufficient Funds (NSF). An insufficient funds item may be created by check, in-person withdrawal, ATM withdrawal or other electronic means.	\$5.00
Paid overdraft item (NSF). Overdraft item fee applied to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means.	\$5.00
Replacement fee for ATM/Visa check (debit) card	\$10.00
ACH Origination (each)	\$3.50
Non-Avidia Bank ATM Fee	\$2.50
ATM Error adjustment fee	\$2.00
Inactive Debit Card Fee, monthly (after 90 days)	\$1.00



TRANSACTION LIMITATIONS - Withdrawals from a Smart Statement Savings or Personal Money Market by check, debit card or similar order to third parties and/or transfers to another account or third parties by preauthorized, automatic, telephone, or computer are limited to six per statement cycle. Any transactions in excess of these limitations will be charged a maintenance fee for excessive transactions. However transfers initiated to make a loan payment at Avidia Bank by teller or ATM are unlimited. Please see the schedule of FEES and CHARGES provided with this disclosure for the applicable fees.

You may not make deposits into your certificate of deposit account until the maturity date. You may not make withdrawals of principal from your certificate of deposit **account before maturity without the bank's consent. You can withdraw interest at any time during the term of the certificate of deposit account** after it has been credited to your account.

Deposit accounts can not be transferred without consent from the bank.

We reserve the right to require at least seven days written notice before any withdrawal or transfer.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT- Any bonus or promotional offer, if applicable, will be reported to the IRS.

MATURITY DATE - The maturity date of your certificate of deposit is based upon its term and the initial date of your deposit. As an example, if you open a 12 month certificate of deposit on January 2nd and your funds are received on January 5th, your maturity date will be one year from January 5th.

EARLY WITHDRAWAL PROVISIONS – Any withdrawal of principal prior to maturity, will result in a penalty of half (50%) of the term of interest.

RENEWAL POLICIES – Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be that of the same term with rate posted on the date of maturity.

MONTHLY MAINTENANCE FEES– Some accounts could be subject to a monthly maintenance fee based upon account balance and/or transaction requirements during the statement cycle. A maintenance fee will be imposed every statement cycle if the account does not satisfy the related balance requirements for that cycle which could reduce earnings. Requirements are as follows:

Account Type	Minimum Balance	Transactions Required	Monthly Fee
Value NOW ¹	\$1,000.00 average monthly	None	\$5.00
Personal Money Market	\$1,000.00 minimum monthly	None	\$5.00
Access Checking	No minimum	None	\$5.00

¹Monthly maintenance fee will be waived if the account has one direct deposit during the statement cycle.



INTEREST RATES AND ANNUAL PERCENTAGE YIELDS (APY) – EFFECTIVE June 10, 2013

Account Type	Minimum Opening Balance	Interest Rate	Annual Percentage Yield (APY)	Minimum Balance* to Obtain APY
eChecking ¹	\$10.00	1.35%	1.36%	\$0.01 - \$25,000.00
		.05%	.41% - 1.41%	\$25,000.01 or greater
Smart Statement Savings	\$10.00	.10%	.10%	\$0.01 - \$9,999.99
		.15%	.10% - .13%	\$10,000.00 - \$24,999.99
		.20%	.13% - .17%	\$25,000.00 - \$49,999.99
		.25%	.17% - .25%	\$50,000.00 or greater
Value Now Checking	\$10.00	.05%	.05%	\$.01
Junior Checking	\$10.00	.05%	.05%	\$.01
Senior Checking	\$10.00	.05%	.05%	\$.01
Health Savings Account	\$10.00	.10%	.10%	\$0.01 - \$2,499.99
		.15%	.10% - .14%	\$2,500.00 - \$19,999.99
		.25%	.14% - .24%	\$20,000.00 or greater
Personal Money Market	\$1,000.00	.15%	.15%	\$0.01 - \$9,999.99
		.20%	.15% - .19%	\$10,000.00 - \$49,999.99
		.25%	.19% - .22%	\$50,000.00 - \$99,999.99
		.30%	.22% - .30%	\$100,000.00 or greater
3 month CD	\$1,000.00	.25%	.25%	\$1,000.00
6 month CD	\$1,000.00	.30%	.30%	\$1,000.00
12 month CD	\$1,000.00	.40%	.40%	\$1,000.00
18 month CD	\$1,000.00	.55%	.55%	\$1,000.00
24 month CD	\$1,000.00	.70%	.70%	\$1,000.00
36 month CD	\$1,000.00	.90%	.90%	\$1,000.00
48 month CD	\$1,000.00	1.10%	1.11%	\$1,000.00
60 month CD	\$1,000.00	1.35%	1.36%	\$1,000.00

¹eChecking accounts earn a Bonus Interest rate on balances up to \$25,000 if they are enrolled to receive an e-statement, receive at least one ACH transaction and have a minimum of (10) ten Debit Card purchases per statement cycle. If these requirements are not satisfied, then the account will earn the nominal rate on the entire balance.

ADDITIONAL INFORMATION

eChecking accounts are eligible to receive benefits including a refund of all Foreign ATM Withdrawal fees and ATM Surcharges up to \$10 per statement cycle, if the monthly collected balance is greater than \$0, it is enrolled for an e-Statement, receives at least one ACH transaction and has a minimum of (10) ten Debit Card purchases per statement cycle.

For all certificates of deposit opened online, Avidia Bank does not provide a paper Certificate. Information on your certificate of deposit, including interest rate, APY, balance, available balance, current year’s interest, accrued interest and maturity date can be viewed by using Avidia Bank’s Consumer Internet Banking at www.avidiabank.com, calling Avidia Bank’s Voice Response Unit at 1-888-290-4636 or by calling Avidia Bank at 1-800-508-2265.



FUNDS AVAILABILITY DISCLOSURE AGREEMENT

ACCEPTANCE OF TERMS

This agreement sets out the Terms and Conditions (Terms) upon which Avidia Bank (Bank) will place a hold on deposits made to your account before funds are available for your withdrawal. This is our Funds Availability Policy and serves as a legally binding agreement between you and the Bank. Please read this Funds Availability Disclosure Agreement carefully and keep a copy for your records. In summary our Policy is to make your funds available on the First Business Day after the day of deposit. Please refer to the section DETERMINING THE AVAILABILITY OF YOUR DEPOSIT for the complete policy.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to the Savings Bank. The term "account" includes any demand deposit, negotiable withdrawal order account, savings deposit or other asset account.

ELECTRONIC SIGNATURE

I have adopted an electronic signature, which shall create a binding agreement between me and Avidia Bank. I agree that my electronic signature acts as an original signature for the purpose of this agreement.

TERMS AND CONDITIONS

DETERMINING THE AVAILABILITY OF YOUR DEPOSIT

The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

AVAILABILITY SCHEDULE

Same Day Availability. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. In addition, funds from deposits of cash (if made in person to an employee of the Savings Bank*), and wire transfers, will also be available on the day of deposit.

Next Day Availability. Funds from deposits of U.S. Treasury checks (if payable to you and deposited into your account), U.S. Postal Service Money Orders (if payable to you and deposited into your account, and the deposit is made in person to an employee of Avidia Bank*), Federal Reserve Bank or Federal Home Loan Bank checks (if payable to you and deposited into your account, and the deposit is made in person to an employee of Avidia Bank*), State or Local Government checks (if payable to you and deposited into your account, and the deposit is made in person to an employee of Avidia Bank*), Cashier's, Certified, or Teller's checks (if payable to you and deposited into your account, and the deposit is made in person to an employee of Avidia Bank*), and checks drawn on us are available on the first Business Day after the day of your deposit.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available no later than the second Business Day after the day of your deposit.

Other Check Deposits. Funds from all other check deposits will be available on the second Business Day after the day of deposit. The first \$200 of your deposits, however, may be available by the first Business Day after the day of deposit.

HOLDS ON OTHER FUNDS FOR CHECK CASHING



If we cash a check for you that is drawn on another financial institution, 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.

HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT

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

LONGER DELAYS MAY APPLY

If you receive an electronic direct deposit as a result of an External Funds Transfer initiated by you while using the Bank's Consumer Internet Banking application, then those funds will become available two business days after we receive the deposit.

In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200.00 of your deposits, however, may be available by the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances: (a) if we believe a check you deposit will not be paid; (b) if you deposit checks totaling more than \$5,000 on any one day; (c) if you redeposit a check that has been returned unpaid; (d) if you have overdrawn your account repeatedly in the last six months; or (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your availability 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 fifth business day after the day of your deposit. If you will need the funds from a deposit right away, you should ask when the funds will be available.

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the first business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of deposit.

Funds from all other deposits will be available on the second Business Day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 7:00 pm on a business day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 7:00 pm or on a day that we are not open, we will consider the deposit made on the next business day we are open.

We only allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.



ADDITIONAL ATM INFORMATION

Funds from any deposits (cash or checks) made at ATMs that we own or operate will not be available until the second Business Day after the day of your deposit.

ACKNOWLEDGEMENT

By executing this agreement with my electronic signature, I acknowledge that I have read and or printed a copy of this Funds Availability Disclosure Agreement and agree to abide by the Terms of the Agreement.

Revised January, 2013



External Funds Transfer Agreement

ACCEPTANCE OF TERMS

This Agreement sets out the terms and conditions (Terms) upon which Avidia Bank (Bank) will provide the ability to perform external funds transfers and serves as a legally binding agreement between you and the Bank. When you click on the "I Agree" button, you are accepting the Terms, including any amendments to this Agreement or any changes in the Terms. The act of selecting the aforementioned radio button not only indicates your acceptance but also serves as your electronic signature which has the same legal effect as your hand written signature. If you do not accept and agree to all of the Terms, you will not be entitled to use the external transfer funds feature. The Bank reserves the right to change the Terms, under which the external funds transfer feature is offered at any time; however, the Bank will notify you of any material change to the Terms. In most cases, you will receive the notice on-line the next time you log in; however, the Bank reserves the right to notify you by e-mail or by conventional mail, in its discretion. You agree that if you continue to use the external funds transfer feature after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. You can review, download and print the most current version of this Agreement at any time. If at any time you wish to discontinue using the external funds transfer, you can unsubscribe by sending the Bank an e-mail to electronicservices@avidiabank.com or call us at 1-800-508-2265. If your Bank account associated with an external transfer has been closed you will have no further right or access to use this feature.

ELECTRONIC SIGNATURE

I have adopted an electronic signature, which shall create a binding agreement between me and Avidia Bank. I agree that my electronic signature acts as an original signature for the purpose of this agreement

TERMS AND CONDITIONS

Information Authorization

If you request external transfer limits in excess of the Default Values, you authorize the Bank to obtain information about your credit history from a consumer reporting agency. The Bank will obtain and use your credit information only in accordance with the Fair Credit Reporting Act and other applicable law. We may approve or decline your request based upon our review of your consumer report. If we deny your request, you may contact the Bank to obtain a free copy of your consumer report. In addition to obtaining a consumer report, the Bank reserves the right to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using the external transfer feature in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

When you initially set up an external transfer we will verify ownership of your accounts at the other bank. You authorize us to validate your ownership through the use of a test transfer, in which one or more low value payments will be credited or debited from your account at the other bank. Once the test transfer is complete you must access the account at the other bank to retrieve the small dollar test transactions. Once retrieved you must verify the transactions by entering the values within the Banks consumer internet banking application. External transfers will not be established until the small dollar test transactions are verified.

Accounts

By using the external transfer feature, you represent and warrant to the Bank that you have the right to authorize external transfers between accounts that you own at the Bank as well as the other bank, and you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize the Bank to use information submitted by you to facilitate external transfers.

YOU ACKNOWLEDGE AND AGREE THAT WHEN **AVIDIA BANK** IS EXECUTING AN EXTERNAL FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, **AVIDIA BANK** IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3)

ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY OTHER FINANCIAL INSTITUTIONS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.



Electronic Communications

A. The external funds transfer feature is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of external funds transfers, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with external funds transfers, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of external funds transfers.
- Any other communication related to the Service.

Although the Bank reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and retain the copy for your records.

B. You agree to update your contact information and alerts within consumer internet banking if your e-mail address or other information changes.

C. Communications may be posted on applicable web pages within the Bank's consumer internet banking application or delivered to the e-mail address you provide. Any electronic Communication sent by e-mail will be deemed to have been received by you when it was sent, whether or not you received the e-mail. An electronic Communication by e-mail is considered to be sent at the time that it is directed by the e-mail server to the appropriate e-mail address. If the Communication is posted on a web page within the Bank's consumer internet banking, then it will be deemed to have been received by you no later than five (5) business days after it has been posted. An electronic Communication made by posting to web pages within the Bank's consumer internet banking application is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

Hardware and Software Requirements for Electronic Communications

In order to access and retain Communications, you must have:

- An Internet browser that supports 128-bit encryption, such as Mozilla Firefox 2.0 or above, Internet Explorer version 6.0 or above, or Apple's Safari (all versions).
- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A printer that is capable of printing from your browser and e-mail software

Privacy Policy and Confidentiality

The Bank regards your privacy and security with the utmost importance, and is committed to safeguarding any information that you share with us. In order to provide the external funds transfer feature, we must obtain certain personal information about you, your accounts, and your transactions (referred to herein as "User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy. You can see a full description of our privacy policy by clicking on [Privacy Policy](#).

Contact in the Event of Unauthorized Transfer

If you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call: **(800) 508-2265** or e-mail: electronicservices@avidiabank.com, or write to Avidia Bank, 42 Main Street, Post Office Box 190, Hudson MA 01749.

Consumer Liability

You agree to notify the Bank AT ONCE if you identify unauthorized external funds transfers or if your password has been lost or stolen. You can see a complete statement of all your funds transfers affected or pending at any time by clicking on the History tab within consumer internet banking. If your statement shows transfers that you did not make, notify the Bank AT ONCE. If you contact the Bank within 2 business days, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell the bank within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told the Bank, you could lose as much as \$500. If you do not tell the Bank within 60 days after the transfer was posted to your statement, you may not get back any money you lost after the 60 days, if the Bank can prove that we could have stopped someone from taking the money if you had told us in time.

Business Days

The external funds transfer feature will process requests for transfers on business days. Our business days are Monday through Friday. External transfers created after 7 PM EST are considered to occur on the next business day. Holidays and Bank Holidays are not included.



Types of Transfers

External funds transfers can be between accounts at the Bank and other financial Institutions. You may transfer funds externally between any two of your accounts about which you have provided the necessary information to initiate and complete an external funds transfer. You may identify up to eight (8) active external accounts at one time. External funds transfer may not be available at all times. The Bank may from time to time make available additional or new features. You **will be approved or declined for any such additional service at the Bank's sole discretion and additional terms and conditions** may apply. Please ensure that you have sufficient funds to effect any external funds transfers from your Accounts. The Bank may at any time decline to effect any external fund transfers where we have been unable to verify account ownership or where we believe it may violate applicable law.

Fees

There is no fee for using the Funds Transfer service.

Frequency of Transfers

The Bank does not limit the number of external funds transfers you may make; however, you may not make external funds transfers in excess of the number allowed by federal regulations and the rules governing the applicable accounts. (Please refer to the Avidia Bank [Deposit Agreement](#) for "Limits on Electronic Payments and Telephone or Internet Transfers and Debit Card Transactions.") We may from time to time for security and risk management reasons modify the limit on the number of transfers you can make using our the external funds transfer feature.

Dollar Amount of Transfers

For security reasons, the Bank has established limits on the amount of funds that can be transferred via External Transfers. External Transfers where funds are transferred either from or into your Avidia Bank account are limited to \$2,500 per transaction; \$2,500 in aggregate per day; and \$5,000 in aggregate per calendar month. We reserve the right to change your External Transfer dollar limit at any time. If we decrease the dollar limit, we will notify you as required by law, but we may not notify you if we are restricting your transfer limits for security purposes or because of excessive overdrafts to your Avidia Bank account.

When you initiate an External Transfer from your account at another Financial Institution (FI) to your Avidia Bank account, you are initiating an ACH debit transfer to your external account and a corresponding credit to your Avidia Bank account. These credits will be available for withdrawal on the second business day after receipt.

It may take up to three business days for an External Transfer you initiate to be received into your account.

Transfers subject to the Rules of the Accounts

External funds transfers are also subject to the rules and regulations governing the related accounts. You agree not to effect any external funds transfers from or to accounts that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

Rejection of Transfers

The Bank reserve the rights to decline any funds transfer requests, to submit funds transfer instructions or orders, to cancel funds transfer requests, or to carry out change or cancellation requests initiated by you.

Authorization

You authorize the Bank to select any means to execute your external funds transfer instructions. You understand that to affect your external funds transfer instructions, the Bank utilizes the Automated Clearing House (ACH) and follows the applicable ACH Rules. If you are performing external funds transfer to transfer funds from another financial institution to the Bank, a three day hold will be placed on the amount of the transfer once it is posted to your account at the Bank. These funds will not be available to you until after the third business day following the posting of the external funds transfer to your account. If the aforementioned external funds transfer is returned by the other financial institution, the Bank will charge your account and or other accounts owned by you at the Bank for either the entire or a portion of the amount returned. We reserve the right to resubmit the entire dollar amount or a portion of the aforementioned transaction to the other financial institution based upon the reason for the return. You understand there may be a fee associated with such collection imposed by the other financial institution. You understand and agree that the Bank may impose additional charges in connection with your external funds transfer transactions. In the event there is an additional charge, the Bank will notify you of such fee in advance of the transaction. You understand and agree that in the event the Bank is unable to execute your funds transfer request utilizing the ACH, we may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check.



Suspension and Reinstatement of Funds Transfer Service

If the Bank incurs a problem with your use of the external funds transfer feature where we cannot collect with respect to any of your funds transfers as described above, we reserve the right to suspend your right to use the external funds transfer feature. You understand and agree that such action is reasonable for the Bank to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of your external funds transfer service by e-mailing the Bank at electronicservices@avidiabank.com or calling 1-800-508-2265. The Bank reserves the right at our discretion to grant or deny your reinstatement of external funds transfer privilege. In the event your external funds transfer privileges are reinstated, the Bank reserves the right to lower your per-transaction and monthly dollar limits. Based upon your subsequent usage of external funds transfer, the Bank at its sole discretion may restore your daily and monthly limits (see "Dollar Amount of Transfers," above).

Documentation

You may access a statement of all external funds transfers completed or pending at any time by clicking on the history tab within consumer internet banking. If an external funds transfer could not be completed, depending on the reason for its failure, you will receive either an automated e-mail alert from the Bank or we will notify you to contact the other financial institution. Upon notification from the other financial institution that the external funds transfer has failed, the Bank will make a reasonable effort to complete the transfer again before contacting you.

Your Responsibility for Errors

You understand that the Bank must rely on the information provided by you to establish an external transfer and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to execute an external funds transfer instructions on your behalf. You understand that financial institutions receiving the external funds transfer instructions may rely on such information as well. Besides transmitting the initial small dollar test transactions when a new external transfer is established by you, the Bank is not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide the Bank with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, the Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

Error Reporting and Claims

In case of errors or questions about your funds transfers, telephone us at **(800) 508-2265** or send us an e-mail at electronicservices@avidiabank.com or mail us at Avidia Bank, 42 Main Street, PO Box 190, Hudson MA 01749. You should contact the Bank as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. You can see a complete statement of all your external funds transfers completed or pending at any time by clicking on the history tab within consumer internet banking. The Bank must hear from you no later than 60 days after we sent you the FIRST statement on which the problem appeared.

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

If you tell us orally, the Bank may require that you send us your complaint or question in writing within 10 business days. The Bank will determine whether we committed an error within 10 business days after we hear from you and will correct any error promptly. However if the Bank needs more time, we may take up to 45 days to investigate your complaint or question. If the Bank decides we need more time to complete the investigation, we will credit or debit the applicable accounts within 10 business days for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If the Bank ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit/debit the applicable accounts. For new accounts, the Bank may require 20 business days to credit your account for the amount you think is in error. The Bank will tell you the results of our investigation within three business days after its completion. If the Bank determines that we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. The Bank is not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the account of your recipient. Although the Bank will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the recipient. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

Proprietary Rights

You acknowledge and agree that the Bank and/or our service provider owns all rights in and to the external funds transfer feature. You are permitted to use the Service only as expressly authorized by this Agreement.

No Unlawful or Prohibited Use

As a condition of using external funds transfer, you warrant to the Bank that you will not use this feature for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You may not obtain or use external funds transfer to obtain any materials or information through any means not intentionally made available or provided for through this feature. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.



Service Changes and Discontinuation

The Bank may modify or discontinue the external funds transfer feature associated with your account, with or without notice, without liability to you, any other user or any third party. The Bank reserves the right, subject to applicable law, to terminate your account and your right to use the external funds transfer feature at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the terms of this agreement or the rights of the Bank, or if you provide us with false or misleading information. The Bank reserves the right to charge a fee for the use of the external funds transfer feature and any additional services or features that we may introduce. If the Bank decides to begin charging a fee for external funds transfers, we will notify you by mail or electronically prior to enacting the fee. You understand and agree that you are responsible for paying all potential fees associated with the use of external funds transfer. You may terminate this service at any time by calling 1-800-508-2265 or by e-mailing electronicervices@avidia.com.

Security Procedures

You understand that the financial institution at which an account is maintained may contact the Bank to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, the Bank may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure at the other financial institution according to their rules governing such account.

Deviating from Security Procedures

You agree to allow the Bank to authorize any financial institution at which you have an account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed upon from time to time between you and such financial institution, or between the Bank, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by the Bank on your behalf. In addition you agree that the Bank may authorize such financial institutions to charge and debit your accounts based solely on these communications.

Account Number Policy

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that the Bank has no responsibility to investigate discrepancies between names and numbers.

Joint Account Holder

When creating or executing an external funds transfer, you confirm that, if any of your accounts is a joint account, your joint account holder has consented for you to use your accounts for the external funds transfer service.

Means of Transfer

You authorize the bank to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels; electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). The Bank shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period (for incoming or outgoing transfers) and any interest is earned will be the property of the Bank.

The Bank's Liability

If the Bank does not provide an external funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account or Recipient's account specified in the applicable external funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account or intended recipient's account. The Bank is not responsible or liable if your or the Recipient's financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, the Bank shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of Avidia Bank hereunder.

- You agree that your transfer instructions constitute authorization for us to complete the transfer.
- You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the external funds transfer service.
- You understand and agree that the Bank is not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not verify account ownership or your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.
- You also understand and agree that the Bank is not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from executing an external funds transfer if you knew about the incident prior to initiating the external funds transfer order.



Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT THE BANK'S EXTERNAL FUNDS TRANSFER SERVICE IS PROVIDED "AS-IS" EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW. WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE

OF THE EXTERNAL FUNDS TRANSFER SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EXTERNAL FUNDS TRANSFER SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM

OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA,

EXCEPT AS EXPRESSLY SET FORTH ON THE BANK'S WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EXTERNAL FUNDS TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE EXTERNAL FUNDS TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY THE BANK FROM THE ACCOUNTS OR THAT THE EXTERNAL FUNDS TRANSFER SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, EXCEPT AS DESCRIBED IN THIS AGREEMENT. WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE EXTERNAL FUNDS TRANSFER SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE EXTERNAL FUNDS TRANSFER SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify, defend and hold harmless the Bank, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the external funds transfer service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your external funds transfer account, of any intellectual property or other right of any person or entity.

Miscellaneous

You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts linked for the purposes of the external funds transfer service; and that you are rightfully authorizing us to access the accounts. You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on the Bank's liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. The Bank's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of the Bank's right to subsequently enforce such provision or any other provisions of this Agreement. The most current version of this Agreement as it appears on our website, including any amendments that the Bank may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the external funds transfer service. This Agreement may be amended, or any of the Bank's rights waived, only if the Bank agrees in writing to such changes, or you continue using the external funds transfer service following receipt of notice of any changes proposed by the Bank. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through consumer internet banking at the Bank's discretion. Notices to the Bank must be made in writing and shall be sent by e-mail or conventional mail to Avidia Bank, 42 Main St, PO Box 190, Hudson, MA, 01749. This Agreement is personal to you and you may not assign it to anyone. If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

This Agreement shall take effect immediately upon the acceptance of your application for the external funds transfer by us.

ACKNOWLEDGMENT

By executing this agreement with my electronic signature, I acknowledge that I have read and or printed a copy of this External Funds Transfer Agreement and agree to abide by the terms of the Agreement.



ELECTRONIC FUND TRANSFER DISCLOSURE AGREEMENT

ACCEPTANCE OF TERMS

This agreement sets out the Terms and Conditions (Terms) upon which Avidia Bank (Bank) will provide electronic fund transfers (EFTs) to your deposit account and serves as a legally binding agreement between you and the Bank. Please read this Electronic Fund Transfer Disclosure Agreement carefully and keep a copy for your records.

The Electronic Fund Transfer Act and Regulation E require Avidia Bank to provide certain information to customers regarding (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM card or VISA Debit Card at automated teller machines (ATMs) and any networks described below.

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Avidia Bank named above, and the terms "you" and "your" refer to the recipient of this disclosure and agreement.

ELECTRONIC SIGNATURE

I have adopted an electronic signature, which shall create a binding agreement between me and Avidia Bank. I agree that my electronic signature acts as an original signature for the purposes of this agreement.

TERMS AND CONDITIONS

The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by Avidia Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

SERVICES PROVIDED THROUGH USE OF ATM CARD OR VISA DEBIT CARD

If you have received an electronic fund transfer card ("ATM card" or "VISA Debit Card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the ATM card or VISA Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM card or VISA Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction. You agree not to use your ATM card or VISA Debit Card for a transaction that would exceed your account balance plus the available credit on any credit line attached to your account. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account, and you do agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM card may only be used with your PIN. Certain transactions involving your VISA Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Avidia Bank immediately if your ATM card or VISA Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM card or VISA Debit Card or to write your PIN on your ATM card or VISA Debit Card or on any other item kept with your ATM card or VISA Debit Card. We have the right to refuse a transaction on your account when your ATM card or VISA Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM card or VISA Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by telephone or through use of an ATM.



ATM SERVICES

The following services are available through use of your ATM card and VISA Debit Card:

You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, NOW accounts and money market accounts, and any other preauthorized accts.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your ATM card or VISA Debit Card at our ATM terminals, you may access your accounts through the following networks: Cirrus, NYCE, VISA, PLUS, Allpoint.

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

POINT OF SALE TRANSACTIONS

You may use your ATM card or VISA Debit Card to purchase goods and services from merchants that have arranged to accept your ATM card or VISA Debit Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your ATM card or VISA Debit Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for ATM card transactions is your Primary Checking Account. The designated account for VISA Debit Card transactions is your Primary Checking Account.

In addition, your VISA Debit Card may be used at any merchant that accepts Visa® debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your ATM card or VISA Debit Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the ATM card or VISA Debit Card transactions. We may, but do not have to, allow transactions which exceed your available account balance or available overdraft protection. If we do, you agree to pay the overdraft. You also agree to pay overdraft charges in effect from time to time for each transaction which causes your available account balance or available overdraft protection to be exceeded.

PIN-LESS DEBIT TRANSACTIONS -Visa®. When you use your card with a Visa® logo on the NYCE network(s) the transaction may be processed as a debit transaction without requiring authentication ("PIN-less"). Transactions that are completed as PIN-less debit transactions will not be processed by Visa® and may post to your account as an ATM or Debit transaction rather than a Visa® purchase. Transactions processed in this manner may not qualify for Visa® rewards or points as they are not processed on the Visa® network.

Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.



CURRENCY CONVERSION -Visa®

When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

IMPORTANT ADDITIONAL FEE NOTICE: Visa charges an International Service Assessment Fee on all international transactions. Therefore, you will be charged 1.000% of the dollar amount of the transaction for each international transaction completed with your Visa® card when the country of the merchant or machine is different than your country as cardholder.

SERVICES PROVIDED THROUGH USE OF INFORMANT TELEPHONE BANKING

You may perform the following functions through use of Informant telephone banking.

You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, NOW accounts and money market accounts, and your accounts and any preauthorized acct.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), Certificate of Deposit, Loan Account(s), and any other preauthorized accts.

You may make payments on consumer loans, home mortgage loans, home equity loans, and Lines of Credit that you have with us.

In addition, you may perform other transactions such as find out if your check/pre-authorized debit has been paid; or find out if your direct deposit has arrived.

You may access your account 24 hours a day by dialing 1-888-290-4636

You may change your PIN via the telephone.

PREAUTHORIZED TRANSFER SERVICES

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), NOW account(s), Statement Savings Account(s), and Holiday Club Account(s).

You may arrange for the preauthorized automatic payment of bills from your checking account(s), money market account(s), NOW account(s), and Statement Savings Account(s).

SERVICES PROVIDED THROUGH USE OF INTERNET BANKING

Avidia Bank offers its customers use of our service to perform the following activities:

- Make internal transfers;
- Make external transfers;
- Make loan payments;
- View transaction history;
- Receive E-Bills;
- Authorize unlimited bill payments;
- View check images;
- Make balance inquiries;
- Receive E-Statements;
- Maintain your check register;
- Open deposit accounts;
- Create financial reports.



SERVICES PROVIDED THROUGH USE OF MOBILE BANKING

Avidia Bank offers its customers use of our service to perform the following activities:

Make internal transfers;
View transaction history;
Authorize unlimited bill payments;
Make balance inquiries.

ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

LIMITATIONS ON TRANSACTIONS

TRANSACTION LIMITATIONS - ATM CARD

CASH WITHDRAWAL LIMITATIONS -You may withdraw up to \$500.00 through use of ATMs in any one day.

POINT OF SALE LIMITATIONS -You may buy up to \$1,000.00 worth of goods or services in any one day through use of our Point of Sale service.

TOTAL DAILY LIMITS -In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$1,500.00 in any one day.

TRANSACTION LIMITATIONS – VISA DEBIT CARD

CASH WITHDRAWAL LIMITATIONS -You may withdraw up to \$500.00 through use of ATMs in any one day.

POINT OF SALE LIMITATIONS -You may buy up to \$1,000.00 worth of goods or services in any one day through use of our Point of Sale service.

TOTAL DAILY LIMITS -In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and point of sale transactions is limited to \$1,500.00 in any one day.

OTHER LIMITATIONS

You may pay an unlimited number of Internet bill payments each month from your designated checking account.

The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

If you are using your debit card to access a Health Savings Account (HSA), then you may be prohibited from performing a Point of Sale Transactions based upon the Merchant Category Code (MCC) of the acquiring Merchant.

We reserve the right to impose limitations for security purposes at any time.

YOU ARE RESPONSIBLE FOR RESOLVING ALL DISPUTES CONCERNING THE QUALITY OF GOODS AND SERVICES PROVIDED WITH THE MERCHANT THAT ACCEPTED YOUR CARD. You have the option to limit the amount that may be withdrawn from your account in a single day to \$50.00 per card provided you ask us to do so. We may restrict access to your accounts if we notice excessive use of the access device that we believe to be suspicious.



LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS

Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

TRANSACTION RECEIPTS. Depending on the owner of an ATM, you may not be given the option to receive a receipt if your transaction is less than \$15.00. Upon completing a transaction of \$15.00 or more, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM card or VISA Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

-you can call us at 1-888-290-4636 to find out whether or not the deposit has been made.

DOCUMENTATION AS EVIDENCE OF TRANSFER.

Any documentation that is provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made to another person.

OTHER RIGHTS TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS Passbook accounts where the only possible electronic fund transfers are preauthorized credits. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, call us at:

1-978-562-2222/1-800-508-2265

or write to:

Avidia Bank
42 Main Street
Post Office Box 190
Hudson, MA 01749

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.



YOUR ABILITY TO STOP PAYMENT

Unless otherwise provided in our Agreement, you may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in our Agreement, effectively eliminate your ability to stop payment of the transfer.

NOTICE OF VARYING AMOUNTS

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS

If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT

If you believe your ATM card or VISA Debit Card or PIN or internet banking access code has been lost or stolen, call us at:

1-800-508-2265/1-978-562-2222 (24 Hours per day)

or write to:

Avidia Bank
42 Main Street, P.O. Box 190
Hudson, MA 01749

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY

Tell us at once if you believe your ATM card or VISA Debit Card or PIN or internet banking access code has been lost or stolen or used without permission or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

Your liability shall not exceed \$50.00 for any unauthorized electronic fund transfer or a series of transfers arising from a single loss or theft of your ATM card or VISA Debit Card or PIN.

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



CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING VISA DEBIT CARD

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® Network.

If you notify us about an unauthorized transaction involving your VISA Debit Card, and the unauthorized transaction took place on the Visa® Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or your VISA Debit Card. The zero liability provisions do not apply to PIN-based or PIN-less debit transactions not processed by the Visa® Network, including ATM transactions.

Your liability for unauthorized transactions with your VISA Debit Card that involve PIN-based or PIN-less debit transactions not processed by the Visa® Network, including ATM transactions, are described under "Consumer Liability" above.

ILLEGAL USE OF VISA DEBIT CARD

You agree not to use your VISA Debit Card for any illegal transactions, including internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

In case of errors or questions about your electronic fund transfers, call us at:

1-800-508-2265/1-978-562-2222

or write to:

Avidia Bank
42 Main Street, P.O. Box 190
Hudson, MA 01749

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Avidia Bank no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or point of sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty business (20) days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or point of sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Check Card use within five (5) business days of notification of the loss.

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



LIABILITY FOR FAILURE TO COMPLETE TRANSACTION

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

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM card or VISA Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS

SCHEDULE OF FEES. The schedule of fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Avidia Bank upon request.

PREAUTHORIZED TRANSACTIONS. There are no additional charges for your use of preauthorized electronic fund transfers except as stated in our fee schedule, which is incorporated into this document by reference.

Please check our current fee schedule for the fees and charges that may be imposed on your affected account for the following transactions:

Non-Avidia Bank ATM transactions (per transaction)
Nonsufficient Funds Charge Paid Overdraft Item (NSF Paid Item Fee)
Maintenance Fee for Excessive Transactions(per excessive transaction)
ACH Origination Replacement of ATM Card or VISA Debit Card
Expedited Card Replacement Fee
Uncorrected ACH Transaction Fee Stop Payment Fee
Return Items Deposited
Inactive Debit Card Fee (after 90 days)
ATM Error Adjustment Fee

DISCLOSURE OF ACCOUNT INFORMATION

You agree that merchant authorization messages transmitted in connection with point of sale transactions are permissible disclosures of account information, and you further agree to release Avidia Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. To an attorney or collection agency employed by us; or
4. In order to comply with government agency or court orders; or
5. When the person is authorized to have access to our records as part of their official duties; or
6. With your written consent that expires forty-five days after receipt by us.



DEFINITION OF BUSINESS DAY

Business days are Monday through Friday excluding holidays.

AMENDING OR TERMINATING THE AGREEMENT

We may change or amend any of the terms and conditions of the Agreement and those portions of the applicable fee schedules which relate to EFT services, at any time upon at least 30 days written notice to you prior to the effective date of the change or amendment. Your failure to timely furnish notice as set forth in the written notice shall be deemed to be your acceptance of such change or amendment. If you do not agree to abide by a change or amendment, you must notify Avidia Bank of the fact prior to the effective date of the change or amendment and cancel this Agreement. Avidia Bank may cancel this Agreement at any time, without giving you prior notice. If you or Avidia Bank cancels this Agreement at any time, you shall surrender your ATM card or VISA Debit Card and you may no longer use any of Avidia Bank's EFT services other than the automated clearing house transfer services set forth above.

TERMINATION

You may terminate your right to any of the services that you have agreed to under this Agreement by giving us written notice. For preauthorized transfers, you must terminate any agreement authorizing transfers to or from your account by notifying the person or company initiating the transfer. You will remain obligated to us under this Agreement for all of your transactions, even if they occur or are completed after this Agreement has ended. Termination of your electronic fund transfer service does not terminate your account(s) with us. Closing the account to which the service relates simultaneously terminates your electronic fund transfer service. We may terminate any of the services that have been agreed to under this Agreement for any reason and at any time without prior notice to you. If the account is a joint account, any owner of the account may terminate this Agreement, and the termination will apply to all joint owners on the account. If either you or we terminate your services under this Agreement, we will no longer have to complete any of your electronic fund transactions.

NOTICE OF ATM SAFETY PRECAUTIONS

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM: -Have your ATM card or VISA Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.

- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.



ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and Avidia Bank.

You agree not to reveal your PIN to any person not authorized by you to access your account.

You may terminate the electronic fund transfer agreement by notifying us in writing and returning your Card. When you discontinue use of your VISA Debit Card, you may request an ATM Card, which will allow you access to your funds through ATM and POS terminals. We reserve the right to revoke any "access device" that has not been utilized in a 12-month period or more. Therefore, if you use an "access device" for emergency purposes only, we suggest that you utilize it at least once during every 12-month period to ensure that it retains an active status. You may terminate your right to any of the services that you have agreed to under this Agreement by giving us written notice. Collection Expenses: You agree to pay any expenses, including court costs and reasonable attorney's fees, we incur in enforcing our rights under this agreement.

Criminal Liability: Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

Please refer to Truth In Savings Disclosures for further information on accounts accessible through Electronic Fund Transfers.

ACKNOWLEDGMENT

By executing this agreement with my electronic signature, I acknowledge that I have read and or printed a copy of this Electronic Funds transfer Disclosure Agreement and agree to abide by the terms of the Agreement.



CHECK 21 TERMS AND CONDITIONS

By opening this account you agree to receive either check images or substitute checks instead of the original checks with your bank statement.

What is a check image or substitute check?

To make check processing faster, federal law enacted Check 21 which permits banks to replace original checks with images of **those checks or "substitute checks"**. Substitute 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 check image or substitute check as proof of payment just like the original check.

You will receive a bank statement from us which will include images of the checks that have cleared your account. However some of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive either check images or substitute checks from us. The rights in this notice do not apply to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding check images or substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if an original check that has been converted to an image or 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 more than once from your account for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the original check that has been converted to an image or a substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to an original check that has been converted to an image or substitute check that you received and that was posted to your account, please contact us by phone at 1-978-567-3598 or by mail at:

Avidia Bank
Attn: Customer Service
42 Main Street
Hudson, MA 01749

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) 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 check image or substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the name of the person to whom you wrote the check, and the date that the check was charged to your account.

ACKNOWLEDGEMENT

By executing this agreement with my electronic signature, I acknowledge receipt of a copy of this Check 21 Agreement and agree to abide by the Terms of the Agreement.

FACTS

WHAT DOES AVIDIA BANK DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Income
- Account Balances and Payment History
- Credit History and Credit Scores

How?

All financial companies need to share Customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their Customer's personal information; the reasons Avidia Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Avidia Bank share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes—to offer our products and services to you	YES	NO
For joint marketing with other financial companies	NO	N/A
For our affiliates' everyday business purposes—information about your transactions and experiences	NO	N/A
For our affiliates' everyday business purposes—information about your creditworthiness	NO	N/A
For our affiliates to market to you	NO	N/A
For nonaffiliates to market to you	YES	YES

To limit our sharing

- Call 800-508-2265
- Mail opt-out information to: Avidia Bank; Attn: Deposit Ops; 42 Main St.; Hudson, MA 01749

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 800-508-2265 or go to www.avidiabank.com

Who we are

Who is providing this notice?

Avidia Bank

What we do

How does Avidia Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with state and federal law. These measures include computer safeguards and secured files and buildings.

How does Avidia Bank collect my personal information?

We collect your personal information, for example, when you

- Open and account or deposit money
- Pay your bills or Apply for a loan
- Use your credit or debit card

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes —information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account - unless you tell us otherwise.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and non financial companies.

- N/A

Nonaffiliates

Companies not related by common ownership or control. They can be financial and non financial companies.

- LPL Financial Institution Services, whose products and services are offered through Avidia Financial Services

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- N/A

Other important information