



160 Cochituate Road
Framingham MA 01701
508-820-4000
www.mutualone.com

Table of Contents

Commercial Funds Availability	2
Commercial Account Agreement	3
Unlawful Internet Gambling Enforcement Act (UIGEA) of 2006 Reg GG	5
Debit Businesscard Disclosure	6
Overdraft Privilege.....	9

Commercial Funds Availability

I. Your Ability to Withdraw Funds

Typically, our policy is to make funds from your deposits available immediately. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

II. Longer Delays May Apply-Case by Case Delays

In some cases, we will not make all of the funds that you deposit by check immediately available to you. Depending on the type of check that you deposit, funds may not be available until the 2nd business day after the day of your deposit. However, the first \$300 of your deposits will be immediately available.

If we are not going to make all of the funds from your deposit immediately available we will notify you at the time you make your deposit. We will also tell you when your 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 need the funds right away, you should ask us when the funds will be available.

III. Exception Delays for Certain Specified Reasons

In addition, funds you deposit by check may be delayed for a longer period under the following circumstance:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,600 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 5th business day after the day of your deposit.

IV. Special Rules for New Accounts

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,600 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government, Federal Home Loan bank checks and U.S. Postal Money Orders may be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,600 will be available on the 5th 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 \$5,600 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 5th business day after the day of your deposit.

V. Deposits Made at Automated Teller Machines

If you are depositing funds (cash or checks) at an automated teller machine (ATM), the funds from your deposit will typically be made available on the following business day. All deposits are subject to review. Please refer to section II, III and IV if applicable.

Commercial Account Agreement

1. Account Opening

Your deposit account will be considered open once we have received and approved all required account opening documentation, assigned you an account number, and received your initial deposit. We may, at our discretion, require additional signatures or other verification documentation during your account relationship with us, if the circumstances warrant.

2. Right of Set-Off

If you have any debts due to us or amounts you owe us, then the Bank reserves the right of set-off, or to use funds in your deposit account to pay any debts or amounts you owe us, even if withdrawal results in an interest penalty or dishonor of subsequent checks. For joint accounts, we may exercise our rights against the entire balance to pay the individual debts of any one owner of the account. You and your joint account owners agree that the Bank may use the funds in your individual or joint accounts to satisfy obligations of the joint account. Any garnishment or other levy against your account(s) is subject to the Bank's right to set-off and any security interest that Bank may have. To the extent not prohibited by the law, the Bank may exercise its right of set-off against any deposit regardless of its source, including deposits of social security, disability or other governmental benefits normally protected from creditors' claims, and you expressly acknowledge and agree that such set-off is permissible and to waive your rights to such protections.

3. Expense Reimbursement

If you fail to pay any amount owed to us, then you will be liable to pay any expenses reasonably incurred by the Bank, including attorney's fees, in seeking payment of the amount owed.

You also agree to be liable to the Bank for any loss, costs, or expenses, including, without limitation, administrative costs of responding to an attachment, garnishment or other levy, and reasonable attorney's fees. This involves any fees that the Bank incurs as a result of any dispute involving your account, that causes the Bank, in good faith, to seek legal counsel. In addition, you authorize us to deduct any such loss, costs, or expenses from your account without notifying you. This obligation applies to disputes between you and the Bank involving your account and situations where the Bank becomes involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account.

4. Evidence of Transactions

If we institute legal action against you in connection with your account, we may introduce into evidence a copy, microfilm, or microfiche of any document evidencing a transaction under this Agreement and such copy, microfilm, or microfiche shall be deemed as valid as the original document.

5. Choice of Law and Choice of Venue

This Agreement, as well as the parties' rights and obligations hereunder, shall be in all respects interpreted, enforced, and governed by and under the laws of the United States and the Commonwealth of Massachusetts. Any lawsuit between the Bank and you, arising under this Agreement or otherwise, shall be brought in a court located within the Commonwealth of Massachusetts.

6. Notices

Any notice sent by us shall be effective when mailed to you, unless otherwise noted, at your last address on record with us. To the extent allowed by law, notices from you to us must be in writing and shall be effective when received by us, unless otherwise noted.

7. Examining Your Statement

To ensure your account information is accurate, we ask that you promptly review your account statements. In the event that you discover the existence of unauthorized signatures, alterations, or other transactions or charges, you must notify us within 30 days of receipt of the statement. Your failure to do so may result in your having to bear some or all of the loss with respect to the items contained in the statement.

8. Fees and Charges

Our Schedule of Fees will be provided to you at account opening and is available at our branches. You may request a copy at any time in person or by phoning the Bank. Please note that fees and service charges are subject to change.

9. Endorsements

Because improper endorsements may result in a charge back of a check or delay in processing, it is important that you endorse checks correctly. All checks you cash or deposit into your account must be endorsed in the first 1.5 inches of the

trailing edge of the back of the check. You may identify the “trailing edge” of a check by viewing the check from the front. The trailing edge is the left edge of the check. Your endorsement must contain your signature.

10. Stale and Postdated Checks

MutualOne Bank has the right, in our sole discretion, to pay or dishonor a check, other than a treasurer’s or other official bank check that appears to have been properly issued, presented for payment more than 6 months after its date. In addition, please note that you may not date a check with a date later than the day on which the check is written. If you do, and the check is presented for payment, then we may pay it at any time regardless of its date.

11. Funds Availability Inquiries

If you have written a check to another party, we may, at our discretion, inform the inquiring party as to whether a check in that amount cleared at that time.

12. Waiver of Rights by the Bank

We reserve the right to waive the enforcement of any of the terms of this Agreement with you with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to other customers, or to enforce any of our rights with respect to future transactions with you. Please note that any waiver is not sufficient to modify the terms and conditions of this or any other agreement.

13. ACH and Wire Transfers

This agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

14. Amendment

We reserve the right to modify or amend this Agreement at any time, and we will notify you prior to any such changes that would adversely affect your account, as required by law. Any waiver of an Agreement term, or customer accommodation that is inconsistent with the terms of this Agreement, shall be deemed an amendment to this Agreement, and the terms of this Agreement shall remain in full force and effect.

Unlawful Internet Gambling Enforcement Act (UIGEA) of 2006 Reg GG

The UIGEA, signed into law in 2006, prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling. The Dept of Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG, to implement this Act.

As defined in Regulation GG, unlawful Internet gambling means to “place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made”.

As a customer of MutualOne Bank, these restricted transactions are prohibited from being processed through your account or banking relationship with us. If you do engage in an Internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so.

Debit BusinessCard Disclosure

DEBIT BUSINESSCARD AGREEMENT TERMS AND CONDITIONS

Introduction

This Debit BusinessCard Agreement (“Agreement”) contains contract terms and other important information relating to your Debit BusinessCard (“Card”). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your deposit account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

Applicable Law

This Agreement will be governed by the laws of Massachusetts as well as the federal laws and regulations. Normal banking customs and practices also apply.

Definitions

Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and that the plural includes the singular. The words “we”, “our” and “us” refer to MutualOne Bank. The words “you” and “your” refer to the owner of the specific account for which Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use the Card.

Business Card Purpose

You and any Cardholder agree that this Card is for use by business owners and authorized signers. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes.

Account Requirement, Payment Responsibility, Transferability, Enforceability

The services described in this Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned.

If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

How to Use the Business Card, Security Procedure

The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and codes to you at your request. Each Card will identify your business as well as the Cardholder. Each Cardholder must sign their Card before it may be used. As a security procedure, you agree to require both a Card and a code to be used together to obtain cash at designated ATMs. Because your Card may be used at a MasterCard® merchant without a code, as a security feature you cannot use this card until it is activated at an ATM terminal.

Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder’s rights and to promptly return the Card to us.

Termination and Amendments

- We may terminate this Agreement by written notice to you.
- You may terminate this Agreement by written notice to us.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

Notices.

Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

Order of Payment

Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks and other items.

Stop Payment

You may not stop payment of Card transactions; therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment of the transfer.

TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

You may use your Card and code at any Cirrus® or NYCE® terminal to:

- Check the balance in your designated accounts.
- Make withdrawals from your designated accounts.
- Make deposits or loan payments by depositing cash, check or money order along with a deposit ticket or payment coupon (only available at certain MutualOne Bank terminals).
- Make transfers to and from your designated accounts.
- Conduct other transactions as we add services and features.

Some of these services may not be available at all terminals. You also may have chosen limited access by electronic means to one or more of your accounts.

You may pay for purchases wherever Debit MasterCard® is accepted using your Debit BusinessCard.

Limitations on Frequency of Transfers

- You may use your card up to a maximum of 10 times to conduct ATM transactions in a 24-hour period;
- You may use your card up to a maximum of 20 times for point-of sale transactions in a 24-hour period;
- You may use your card up to a combined maximum of 25 ATM and point-of-sale transactions in a 24-hour period;
- There may be limits that apply to your card if you use your card outside of the United States of America
- You may withdraw up to \$500.00 or your available balance (whichever is smaller) from ATMs in a 24-hour period unless you request and are approved for a higher amount.
- You may purchase, using the Debit BusinessCard, up to \$1,000.00 of goods and/or services in a 24-hour period from places that accept the card unless you request and are approved for a higher limit.
- At any time, you may limit the amount to be withdrawn to \$50.00 in a 24-hour period. To implement this limit you must give us written notice.
- Some cards may have lower limits assigned by us, due to account experience.

Our business days are Monday through Friday except holidays. Deposits and payments received through an ATM on a Sunday or federal holiday will be considered received and will be posted on the next business day.

CHARGES FOR ACCOUNTS, TRANSFERS, ACCOUNT MAINTENANCE AND OTHER ASSOCIATED CHARGES

Service charges for using your Debit BusinessCard at any of our Automated Teller Machines will follow the same schedule of charges associated with all MutualOne Bank accounts. Additional charges per transaction may apply. A complete listing of all current account charges will be made available to you upon request.

PROCESSING OF INTERNATIONAL TRANSACTIONS

Purchases, cash withdrawals and cash advances made in foreign countries will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1% of the transaction amount posted to your account will be imposed on all foreign transactions, including purchases, cash withdrawals, cash advances and credits to your account. A foreign transaction is any transaction that you complete, or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

A devaluation of the U.S. dollar against the foreign currency in which the transaction was made will result in a higher than expected dollar amount charged to your account. This currency differential, along with any transaction fee for the foreign exchange could result in your account becoming overdrawn.

DOCUMENTATION

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our ATM terminals.

Retain Copies for Your Records. You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record. You should review your periodic statement for accuracy and compare your account records against your periodic statement to reconcile balances.

Periodic Statements. You will get a monthly account statement from us for your checking account that will also include a record of transactions made using your Card.

LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- You do not have enough money in your account to make the transfer.
- You have an overdraft line and the transfer would cause you to exceed your credit limit.
- An ATM does not have sufficient cash.
- A terminal or system is not working properly.
- Circumstances beyond our control (such as fire or flood) prevent the transfer.
- A merchant refuses to accept your Card.
- An ATM rejects your Card.

There may be other limitations on our liability.

UNAUTHORIZED TRANSFERS

Additional Risks Associated with Use of Business Debit Cards. You do not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. You accept and agree to assume all liability associated with the unauthorized use of your Business Debit Cards.

Your Liability for Unauthorized Transfers. You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Tell us AT ONCE if you believe your Card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If your Card and/or code is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and/or code will continue until 2 business days after the day we receive such written notice. If you do not notify us within 60 days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

Contact in Event of Unauthorized Transfer. If you believe your Card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

Consequential Damages. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

Overdraft Privilege

It is MutualOne Bank's ("we, us, or our") policy to comply with applicable laws, rules and regulations, and to conduct business in accordance with strict safety and soundness standards. Insufficient funds (overdraft/negative balance) may result from:

- (A) The payment of checks, electronic funds transfers, or other withdrawal requests you initiate;
- (B) Payments authorized by you;
- (C) The return, unpaid, of items deposited by you;
- (D) Charging your account for our applicable service charges and fees;
- (E) The deposit of items to your account which, according to our Funds Availability Policy, are treated as not yet "available" or "finally paid".

We are not obligated to pay any item initiated for payment against your account if your account does not contain sufficient collected funds.

Rather than automatically returning, unpaid, all insufficient funds items that you may have, if your eligible account has been open for at least thirty (30) days and you maintain your account in good standing thereafter, **we will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned Overdraft Privilege Limit, including our fees.** Maintaining your account in good standing includes at least:

- (A) Making deposits totaling \$400 or more in your account within the first thirty (30) day period,
- (B) You are not in default on any loan obligation to us,
- (C) We reserve the right to require you to pay your outstanding overdraft (negative) balance, including our fees, immediately or on demand, and
- (D) Your account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien.

This **discretionary** service will generally be limited to a \$750 overdraft (negative) balance for eligible personal checking account types, or a \$1,200 overdraft (negative) balance for eligible business checking account types.

Our normal fees and charges including, without limitation, our insufficient funds or overdraft (OD) fees; currently up to \$29.00 per item, as set forth in our fee schedule, will be charged for each transaction initiated for payment from your checking account that does not have sufficient collected funds.

Typically, we will charge our normal insufficient funds or OD fee whether we approve an overdraft item for payment or return it unpaid. **Our** insufficient funds or overdraft fees **will be included in and count against your assigned Overdraft Privilege Limit** of \$750 or \$1,200. Whether your overdrafts will be paid or not is at our sole discretion and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing as described above.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any insufficient fund items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts, including our fees that you owe us, shall be due and payable immediately. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees.

- **Optional Overdraft Protection Service:** We offer an additional overdraft protection service that links your MutualOne Bank Statement Savings Account to your MutualOne Bank Checking Account to cover an occasional overdraft item. If you apply and are approved for this optional service, you may save money on the total fees you pay us for overdraft protection services.
- **Account Limitations:** This service is available only for eligible checking accounts that are maintained in good standing as defined above. We may, in our sole discretion, limit the number of your accounts eligible for Overdraft Privilege to one account per household and/or one account per taxpayer identification number.
- **Eligible Account Types:** The account types that are eligible for Overdraft Privilege are: Free Checking, Advantage Interest Checking, Commercial Checking and Free Business Checking Plus accounts.
- **Transactions That May Cause or Create Overdrafts Using Your Overdraft Privilege Limit:** Transactions initiated for payment against your checking account with Insufficient funds may be paid by us using your assigned Overdraft Privilege Limit, including our fees. Our insufficient funds or overdraft fee may be imposed for paying, or not paying, overdrafts you create by checks, ACH, or in-person (teller) withdrawals. For all consumer accounts, ATM withdrawals and everyday debit card transactions require a customer to "Opt-In" to the service. Please contact a Customer Service Representative for more information about the Opt-In process for ATM and everyday debit card transactions.
- **De minimus Transactions:** If your transaction creates an overdraft of \$5.00 or less, we will not charge a fee for the item. You will receive a notification of such transaction as described earlier in this document.

Notice Regarding Payment Order of Checks

The law permits us to pay items drawn on your account in any order ("items" means checks, orders and electronic transactions). To assist you in handling your account with us, we are providing you with information regarding how we process those items. The payment order can affect the number of items overdrawn or returned unpaid and the amount of fees you may have to pay. To assist you in managing your account, we are providing the following information regarding how items are processed.

When processing checks or orders draw on your account, our policy is to pay them according to the check number, lowest to highest, on the day of presentment. For electronic transactions, our policy is to pay them in the order that they are received.

If you have questions concerning the **Overdraft Privilege Service**, please visit one of our offices.

- **You May Always Opt-Out:** You may choose at any time to not participate in Overdraft Privilege by notifying one of our Customer Service Representatives who will explain what this (“Opt-Out”) means, and the potential consequences, for you.
- **If You Need Help:** Of course, overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact us at (508) 820-4000.
- **Always a Discretionary Service:** Our Overdraft Privilege Service does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of or by us. Our Overdraft Privilege Service represents a purely discretionary courtesy or privilege that we may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.

YOU DESERVE CONSIDERATION...

Rather than automatically returning unpaid all insufficient funds items that you may have, we will consider, without obligation on our part, payment of your reasonable overdrafts created by checks, ACH, or in-person (teller) withdrawals up to your assigned Overdraft Privilege Limit.

You do not have to apply for this service and you do not need to sign any additional documents for the service. With some exceptions, most of our checking account types are eligible for this service. See “Eligible Account Types” in this brochure.

This section DOES NOT apply to business accounts, as this portion relates only to consumer accounts.

If you would like Overdraft Privilege Service expanded to include ATM withdrawals and everyday debit card transactions, you must Opt-In to this feature. A Customer Service Representative can provide information about how you can Opt-In for ATM and everyday debit card transactions.

If you do not use the Overdraft Privilege Service it costs you nothing. “Use” means you initiate insufficient funds transactions. If you do use the Overdraft Privilege Service you will be charged our customary fees set out in this brochure.

OVERDRAFT PRIVILEGE CAN MEAN

- You may avoid high charges from merchants for returned checks.
- You may avoid the embarrassment and inconvenience of denied purchases and dishonored checks.
- Payment of your occasional and inadvertent overdrafts up to your assigned Overdraft Privilege Limit of \$750 or \$1,200 will normally be considered. These limits include our customary fees set out within this brochure. Our fees will be added to any outstanding overdrafts you may have and will be applied against your Overdraft Privilege limit.