

Business Online Banking Master Agreement

Maine Community Bank, and all of its Divisions ("Bank") agrees to provide to Customer and Customer agrees to purchase certain Business Online Banking Services ("Services") offered by the Bank. The Bank and Customer agree that all Services provided by the Bank to Customer will be governed by the terms of this Agreement and the Service Agreements entered into by the Bank and Customer from time to time with respect to the Services selected by Customer. The following terms and conditions are applicable to all Services provided to Customer. This Agreement includes Business Online Banking Schedule (Schedule A) incorporated herein by reference.

1. Defined Terms. Capitalized terms used in this Agreement and in any Service Agreement, unless otherwise defined herein or therein, shall have the meanings set forth below:

"Account Agreement" means any and all agreements between Customer and Bank which govern your Account (as defined below) including any Business Deposit Account Disclosures which have been provided or made available to you when you opened your Account or any other documents governing your Account, each as amended from time to time.

"Account" means any checking, statement savings, money market deposit, certificate of deposit, investment or commercial loan account you maintain at the Bank for business or commercial purposes which is used in connection with any Service. Customer warrants and represents that all Accounts are held only for business or commercial purposes and not for personal, family or household purposes.

"Senior Administrator or" is the person that you have designated under Section 5 of this Agreement to establish authority to access and impose limits on authority to an individual to access information and conduct transactions.

"Affiliate" means the parent, any affiliate or any one or more direct or indirect subsidiaries of the Bank and its successors and assigns, or of the Customer and its successors and assigns, as applicable.

"Amended Service Agreement" means an amendment to a Service Agreement that supplements or revises, but does not revoke in its entirety, a prior Service Agreement for a particular Service.

"Authorized Representative" means a person designated by Customer as an individual authorized to act on behalf of Customer, as evidenced by certified copies of resolutions from Customer's board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to the Bank, including, without limitation, any Customer enrollment or sign-up forms completed by the Customer.

"Bank" means Maine Community Bank and all of its Division, and includes authorized agents, employees and third-party organizations selected by Maine Community Bank, to provide Services to the Customer.

"Business Day" means Monday through Friday, excluding Saturday, Sunday and federal or state holidays.

"Business Deposit Account Disclosure" is a document that explains the rules and regulations that apply to Customer's Account at the Bank.

"Business Online Banking Services" means the Business Online Banking Services provided by the Bank and/or third-party vendors selected by the Bank to Customer pursuant to this Agreement.

"Fee Schedule" means the Fee Schedule applicable to any Account.

"Password" means the initial and any subsequent confidential code selected and used by you and your Users to access the Services and your Accounts. Passwords include both those established for you and those established for your Users.

"Primary Account" means the Account designated by Customer set forth in Schedule A, and to which fees due the Bank hereunder may be charged in accordance herewith. Unless otherwise agreed in writing by the Bank, the address for Customer associated with the Primary Account shall be the address to which all notices and other communications concerning the Services may be sent by the Bank.

"User" means an individual to whom you have provided access to an Account(s) on your behalf for any Service.

"User ID" is a security code that the Administrator has chosen on behalf of the Customer.

"Service Agreement" means an agreement by and between the Bank and Customer pursuant to this Agreement to provide one or more of the Services to Customer. Each Service Agreement, including all forms, exhibits, schedules, documents and any Amended Service Agreement, is incorporated herein by reference and made a part hereof. If there is any conflict between the provisions of this Agreement and any Service Agreement or Amended Service Agreement, the Service Agreement or Amended Service Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict

"Service" means each of the Business Online Banking Services and those additional Services selected by you in accordance with a Service Agreement, including an Amended Service Agreement, and any service guides or manuals made available to you from time to time, including, without limitation, the following Services:

- ACH Origination Service
- Bill Payment Service
- Positive Pay Service
- Remote Deposit Capture Service
- Online Wire Transfer Service

"Security Procedures" means the security procedures made available by the Bank to you for the purpose of reducing the risk of unauthorized use or access to the Services. The Security Procedures are not intended to detect errors or omissions made by you or Users with respect to your Accounts.

"Security Codes" means User ID's, passwords, tokens, and/or transfer codes to enable access to the Services as described in Section 6.

2. Services. The Bank agrees to provide to Customer, in accordance with this Agreement and the applicable Service Agreements, all Services that you may request from time to time. The Bank is not required to provide any Services specified in a Service Agreement unless you also provide all information reasonably required by the Bank to provide to you the Service(s) specified therein.

By submitting to the Bank a Service Agreement signed by an Authorized Representative, Customer warrants and represents that;

- i. it is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized;
- ii. it is not a "consumer" within the meaning of the Electronic Funds Transfer Act or similar statutes or regulations;
- iii. the Services requested by Customer hereunder and pursuant to any Service Agreement will be used by Customer solely for business or commercial purposes and not for personal, family, or household purposes.
- iv. Customer and its own customers are not using Bank as a conduit for money laundering or other illicit purposes.
- v. the execution of any documents required by this Agreement or any Service Agreement has been duly authorized by an Authorized Representative.

We will notify you when the Services you request will become available to you. If you request additional Services in the future, they will also be governed by this Agreement, unless we advise you otherwise.

3. Accounts. Schedule A lists the Accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they are authorized to access these accounts through the Services in the same manner as your own accounts, and that any and all Agreements as required by the Bank will be executed immediately upon request by the Bank. You agree to provide us with written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authority. You agree to designate certain Accounts for specific purposes in connection with some of the Services. For example, if you link more than one Account to Wire or ACH Services, you will need to specify the Account from which transfers should be made. [We advise that each separate entity have its own Agreement/Accounts.]

4. Requirements for Access. You must have at least one Account at the Bank, computer equipment, access to Internet service, web browsing software, and an e-mail address in order to use any Service. You agree that you are solely responsible for the installation, maintenance, security, and operation of your Users' computer, software, and Internet access, and for the payment of any associated fees associated therewith. Any equipment used by you or your Users must meet our technical specifications in order to be compatible with the Services.

5. Company Administrator. Customer will appoint an individual (an "Administrator") with the authority to determine who will be authorized to use the Services on your behalf. Administrator is authorized to establish separate Security Codes for you and each User, as well as limits on each User's authority to access information and conduct transactions. You assume sole responsibility for the actions of Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services.

You or Administrator agree to designate which Accounts will be utilized for the Services, including payments and transfers. If Administrator designates an Account that requires more than one signature for the withdrawal or transfer of funds, you agree that Bank may act upon any instruction that is accompanied by the Security Code(s) designated by Administrator for that Account and the Service in question **and you further acknowledge and agree that Bank will act upon the instruction of only ONE person, even if the signature card for the Account requires two or more signatures to transact business.** You understand, acknowledge and agree that as long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.

6. User Guides and Security Procedures. We will provide you with User ID's, passwords, tokens, and/or transfer codes (collectively, "Security Codes") to access the Services. We may provide you with operating procedures and user guides ("User Guides") in connection with certain Services. You agree that you are solely responsible for ensuring compliance with any Security Procedures established by the Bank in connection with Services, as such may be amended from time to time, and that the Bank has no liability for any losses sustained by you if the Bank has complied in all material respects with the Security Procedures. You agree to promptly notify the Bank of any breach of the Security Procedures. Bank shall be entitled to rely on any written list of Authorized Individuals-provided to Bank by you until revoked or modified by you in writing. You agree that the Bank may refuse to comply with requests from any individual until the Bank receives documentation reasonably satisfactory to it confirming the individual's authority. You agree that all Security Procedures described in this paragraph are commercially reasonable and that Bank may charge your Account for any instruction that Bank, has executed in good faith and in conformity with the Security Procedures.

You agree to:

- i. Comply with the User Guides and procedures that we provide to you;
- ii. Take reasonable steps to safeguard the confidentiality and security of the Agreements, Transfer Codes, User Id's, Passwords, User Guides, and any other proprietary property or information we provide to you in connection with the Services;
- iii. Closely and regularly monitor the activities of your employees and others who access the Services;
- iv. Notify us immediately if you have any reason to believe security or confidentiality has been or may be breached at 1-844-787-4927;
- v. Change the passwords you assign on a regular basis, but no less frequently than every 120 days;
- vi. Change your temporary passwords promptly after you are given access to the Services for the first time;
- vii. Remove Security Codes immediately from employees who are no longer employed or authorized access or to use the Services; and
- viii. Notify the Bank immediately in the event that the Administrator is no longer employed or authorized to access or use the Services.

We may require you to change your Security Code at any time. We may deny access to the Services without prior notice if we are unable to confirm to our satisfaction any person's authority to access or use the Services or if we believe such action is necessary for security reasons.

Our Security Procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your instructions). We are not obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

Each time you use or access a Service, you warrant, acknowledge and agree that our Security Procedures are commercially reasonable based on the normal size, type, and frequency of your transactions. Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any instruction, transfer or order we receive through the Services, even if it is not authorized by you, if it includes your Security Code or is otherwise processed by us in accordance with our Security Procedures.

BANK'S SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM. IF A SECURITY PROCEDURE INVOLVES THE USE OF SECURITY CODES, PERSONAL IDENTIFICATION NUMBERS ("PINs"), CHECK STOCK, OR OTHER SECURITY DEVICES, THE CUSTOMER SHALL BE RESPONSIBLE TO SAFEGUARD THESE SECURITY CODES AND DEVICES AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. THE CUSTOMER HAS THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY PROCEDURE, CODES, PINs, CHECK STOCK, OR DEVICES TO ANYONE. THE CUSTOMER HAS THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN PROCEDURES TO ASSURE THE INTEGRITY OF SECURITY PROCEDURES.

7. Computer Requirements/Internet You are responsible for the selection, installation, maintenance, and operations of your computer and software. We require that you use a browser (Internet Explorer, Netscape, or AOL) with 128-bit Encryption. We are not responsible for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur with your use of the Services or the Internet.

You are solely responsible for protecting against unauthorized access to the personal computers and networks used by you or your Users to access the Services. You agree to maintain commercially reasonable anti-malware and firewall safeguards, restrictions on electronic

and physical access to computers used to access the Services, appropriate training and monitoring of your employees and Users, and all other security measures. We have no obligation, liability, or control over your security measures or with respect to your security measures.

Your use of the internet is entirely at your own risk. We make no representations, warranty or endorsement with respect to:

- i. information placed on the Internet by third parties;
- ii. the security or continued availability of the Internet or of any Internet web site, including without limitation our web site;
- iii. the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services;
- iv. viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system; or
- v. data transfers, including electronic mail, that occur on the Internet.

8. Business Online Banking Services. Subject to the requirements established by the Bank, you may use our Business Online Banking Services to check the balance of your Accounts, view your Account histories, transfer funds between your Accounts, and make stop payment requests.

- a) **Access to Account Data.** Some of the Services provide you with balance and other Account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal.
- b) **Internal Transfer Service.** Transfers between your Accounts with us are subject to the terms of your Account Agreements. You may instruct our electronic system to make transfers between your Accounts at any time on any day. We may refuse any transfer or payment instructions without cause or prior notice.
- c) **Stop Payment Service.** You may initiate stop payment requests for checks you have written on your Accounts if the item has not already been presented. To stop payment on a check, you must provide us with complete and accurate information on: the Account number in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm receipt and have verified that the item has not been paid. From time-to-time, this Service may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing. Stop payments will be effective for 6 months, and you will be charged a fee for any stop payment request in accordance with the applicable Fee Schedule. Each continuation of a stop payment request will be treated as a new request and will incur fees accordingly.
- d) **Transaction Liability.** We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the Security Procedures you and we have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions.
We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.
- e) **Transaction Limits and Safeguards.** You agree not to exceed the Service transaction limits established from time to time for your Account. You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized. The number of transfers that may be made from an Account is limited to the terms of the applicable Account Agreement. Pursuant to federal regulations, only six (6) preauthorized or automatic transfers from your money market, statement savings or passbook savings Accounts may be made during each calendar month or statement period. Business Online Banking transfers are considered automatic transfers for purposes of this regulation.
- f) **Transaction Limits.** In the event that providing Services to you results in unacceptable credit exposure or other risk to the Bank, or will cause the Bank to violate any law, regulation, rule or order to which it is subject, the Bank may, without prior notice, limit Customer's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or the Bank may terminate any Service then being provided to you. You shall, upon request by the Bank from time to time, provide the Bank with such financial information and statements and such other documentation as the Bank reasonably determines to be necessary or appropriate showing your financial condition, assets, liabilities, stockholder's equity, current income and surplus,

and such other information regarding the financial condition of the Customer as the Bank may reasonably request to enable the Bank to evaluate its exposure or risk. Any limits established by the Bank shall be made in the Bank's sole discretion and shall be communicated promptly to you.

- g) **Posting of Transfers.** Transfers initiated through Business Online Banking before 5:00 p.m. (Eastern Time) on a Business Day will be posted to your Account the same day. Transfers initiated after 5:00 p.m. (Eastern Time), on a Saturday, on a Sunday or a Banking Holiday will be posted to your Account on the next Business Day.
- h) **E-Statements.** Electronic statements are offered for eligible deposit and loan Accounts allowing you to replace your recurring mailed statements with an electronic version (PDF) that you can view, save to your computer or print at your convenience. An online electronic statement (eStatement) will replace your paper statement in its entirety. Statements that are eligible for e-statements are identified on Schedule A. We will use the Administrator's email address on file; if your email addresses change you must notify us about any change in your email address. If you fail to notify us we will change your e-statements to paper.

To ensure you are able to access, view, print and/or save your e-statements, you must have a working email address and a computing or communications device with:

- a. working internet access
- b. internet browser software such as Microsoft Internet Explorer, Foxfire or Safari, that has been updated within the last 3 years
- c. a program that can view, save and print PDF files, such as Adobe ® Reader, that has been updated within the last 3 years. To download a free copy of Adobe Acrobat Reader, please go to <http://www.adobe.com>
- d. a hard drive or printer

You must affirmatively consent to receiving electronic statements.

- i) **Alerts.** The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Your enrollment in the Bank's Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Bank Account(s). Alerts are provided within the following categories:

Mandatory Alerts provide you with important Account notifications, such as information about changes to your Online Banking Password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

Account Alerts provide you with notification of important Account activities or when certain changes are made to your Service Accounts, such as scheduled payments made and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service Accounts.

Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the "More" menu within the Bank's Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. The Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery: We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by Account and preferences. You agree to provide us a valid mobile phone number and/or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message: To stop Alerts via text message, text "STOP" to 969-24 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 995-88. In case of questions please contact customer service at 1-844-787-4927. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations: The Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit Account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside the Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold the Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information: As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full Account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your Accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

9. Information Processing and Reporting. We are not responsible for determining the accuracy, timeliness or completeness of any information provided to us. We do not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

10. Duty to Inspect. You are responsible for monitoring all Services provided by the Bank, including each individual transaction processed by the Bank, and notifying the Bank of any errors or other problems within twenty (20) Calendar Days (or such longer period as may be required by applicable law) after the Bank has made available to you any report, statement or other material containing or reflecting the error, including an Account analysis statement, on-line Account access or online e-statement. Except to the extent required by law, failure to notify the Bank of an error or problem within such time will relieve the Bank of any and all liability for the error or problem. In the event you fail to report such error or problem within twenty (20) days, the transaction shall be deemed to have been properly authorized and executed and Bank shall have no liability with respect to any error or problem.

You acknowledge that it is not possible for the Services to be totally free from error, including but not limited to operator, programming or equipment error, and that errors, including errors in processing and compiling data, may occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will inform you of the problem and will take reasonable steps to resume processing. The Bank expressly disclaims all liability for errors except as specifically provided in this Section 10.

11. Overdrafts; Set-off. The Bank may, but is not obligated to, complete any transaction even if there are insufficient available funds in your Account(s). In the event any actions by you result in an overdraft of any of your Accounts, including but not limited to your failure to maintain sufficient balances in any of your Accounts, You are responsible for repaying the overdraft immediately, without notice or demand. The Bank has the right, in addition to all other rights and remedies available to it, to set off the unpaid balance of any amount owed against any debt owing to you by the Bank, or any funds held at any time by the Bank, whether collected or in the process of collection, or in any Account maintained by you at the Bank.

12. Hours of Access; Cut off Hours. Unless otherwise restricted by you or the Bank, Business Online Banking can be accessed seven (7) days a week, twenty-four (24) hours a day. Business Online Banking is offered as a convenience to you and may occasionally not be available due to emergencies or scheduled maintenance. The Bank is not responsible for or liable to you for any loss, damage, liability, or claim arising out the unavailability of the Service, including without limitation unavailability caused by legal constraint, the interruption of transmission or communication facilities, computer malfunction, equipment failure, war, emergency conditions, natural disaster, labor dispute, or any other circumstance beyond our reasonable control. A number of our Services are subject to processing cutoff hours (Eastern Standard Time): 11:00 a.m. for Positive Pay exception item reporting; 3:30 p.m. for wire transfer orders; 4:30 p.m. for ACH transaction entries; and 8:00 p.m. for stop payment orders and internal book transfers. Instructions received after the cutoff

hour or on a non-business day may be deemed received as of the next business day. Our business days are Monday through Friday, excluding holidays.

13. Termination. This Agreement shall continue in effect until terminated by either party with thirty (30) Calendar Days' prior written notice to the other, provided that Customer may terminate this Agreement or any Service Agreement immediately upon its receipt of notice from the Bank of a change in the provisions of this Agreement or any Service Agreement that is not acceptable to you, which termination shall not be effective until the Bank has received it and had a reasonable opportunity to act thereon. Termination of this Agreement terminates all Service Agreements. Either party may terminate a Service Agreement in accordance with the provisions of this Section (i.e., with thirty (30) Calendar Days' prior written notice) without terminating either this Agreement or any other Service Agreement.

Upon termination of this Agreement, the Security Codes will be deactivated and may not be used to access the Services. You must discontinue use of the Security Codes on our demand and on termination of this Agreement. The Bank may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

Upon termination of this Agreement for any reason, the Bank may continue to make payments and transfers and to perform other Services that you have previously authorized; however, we are not under any obligation to do so. The Bank will not be liable regardless of whether we choose to make or not make any payment or transfer or to perform any Service after this Agreement terminates.

We reserve the right to terminate this Agreement, in whole or in part, including, without limitation, any Service Agreement, for any reason and at any time without notifying you. Upon termination of this Agreement or any Service Agreement, Customer shall, at its expense, return to the Bank, in the same condition as when delivered to the you, normal wear and tear accepted, all property belonging to the Bank and all other materials delivered to you in connection with the terminated Service(s).

14. Limitation of Liability; Disclaimer of Warranties. Except to the extent required by law, the liability of the Bank is limited to actual damages sustained by Customer and only to the extent such damages are a direct result of the Bank's gross negligence or willful misconduct. Under no circumstances shall Bank be liable for any incidental, consequential, special or punitive damages, even if it has been first advised of the possibility of such damages. The Bank's aggregate liability to Customer for all losses, damages, and expenses incurred in connection with any single claim shall not exceed an amount equal to the average monthly billing to Customer for the applicable Service over the three (3) month period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred or such fewer number of preceding months as this Agreement has been in effect. This Agreement is only between the Bank and Customer, and the Bank shall have no liability hereunder to any third party. The Bank is not liable for any loss, damage or injury caused by any act or omission of any third party, regardless of whether such third party was chosen by the Bank; for any charges imposed by any third party; or for any loss, damage or injury caused by any failure of the hardware or software utilized by a third party to provide Services to Customer.

You understand, acknowledge and agree that Bank assumes no liability or responsibility for the accuracy, completeness or correctness of any data supplied in connection with this Agreement. Bank is not liable for failing to act sooner than required by this Agreement, any Service Agreement or applicable law. Bank also has no liability for failing to take action if Bank has discretion not to act. Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any entry, transfer order, or other instruction received from Customer) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed Bank's agent. In no event shall Bank be liable for any damages resulting from Bank's action or inaction which is consistent with any applicable state or federal regulations, operating circulars issued by a Federal Reserve Bank or general banking customs and usage.

The Bank expressly disclaims all warranties, express or implied, with respect to the Services. In no event shall the Bank be liable for any consequential, special, or indirect loss or damage that Customer may suffer or incur in connection with the Services, including, without limitation, lost earnings or profits and loss or damage from subsequent wrongful dishonor resulting from the Bank's acts, regardless of whether the likelihood of such loss or damage was known by the Bank and regardless of the basis, theory or nature of the action on which a claim is asserted.

15. Indemnification.

To the fullest extent permitted by law, you agree that you will defend, indemnify, and hold harmless the Bank and its officers, directors, employees, agents and contractors from and against any and all claims, actions, judgments, losses, liabilities, costs, and expenses (including without limitation attorneys' fees) of every kind, directly or indirectly, arising out of or relating to

- i. any breach of, or failure by you, your Users, or any other of your employees or agents to comply with the terms and conditions of, this Agreement or any Service Agreement;
- ii. data that is inaccurate, incomplete, not current, or lost in transmission;

- iii. unauthorized actions initiated or caused by you, your employees or agents, or any other party using any authorized Security Code,
- iv. our acting in reasonable reliance upon instructions, notices, information and data you provide to us (including without limitation our debiting or crediting of the amount of any ACH Entry to the account of any person);
- v. the act, delay, omission or failure to perform of any third party (including other financial institutions);
- vi. the processing of any transaction under this Agreement, whether or not authorized or intended by you, your Users, or an unauthorized third party;
- vii. any request for a stop-payment;
- viii. any dispute between you and any third-party in connection with any Service;
- ix. our reasonable refusal or failure to process a transaction through a Service;
- x. any claim of any person that (i) Bank is responsible for any act or omission of Customer or any other person or (ii) a Customer payment order contravenes or compromises the rights, title or interest of any third party, or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law;
- xi. any failure by Customer to observe and perform its obligations hereunder, or any wrongful act of Customer or any of its Affiliates; or
- xii. the Services provided by the Bank hereunder, including but not limited to any action taken by the Bank in reasonable reliance upon information provided to the Bank by Customer or any affiliate or subsidiary of Customer.

The provisions of this Section 15 shall survive termination of this Agreement.

16. Force Majeure. Bank shall have no responsibility for non-performance of this Agreement or any Service Agreement to the extent that such non-performance is caused by an event beyond its control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents Bank from operating normally.

17. Entire Agreement; Amendments. The Bank and you acknowledge and agree that this Agreement, any Service Agreements and any amendments to any of them and all other documents incorporated by reference constitute the complete and exclusive statement of the agreement between them with respect to Services, and supersede any prior oral or written understandings, representations, and agreements between the parties relating to the Services, except as otherwise provided herein, in any Service Agreement or in the Account Agreement. This Agreement may not be amended, except by a writing signed by all parties hereto.

18. Change in Terms. We may change any term of the Agreement at any time. If the change would result in increased fees for any Service, increased liability for you, fewer types of available transactions, or stricter limitations on the frequency or dollar amount of transactions, we will attempt to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an Account, a Service, or our systems. In all other cases, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any Service will constitute your acceptance of the change in terms. Notices to you of a change in terms will be posted on the Business Online Banking website. Changes to fees applicable to specific Accounts are governed by the applicable Account Agreements.

19. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which the Bank is subject and that governs or affects the transactions contemplated by this Agreement, would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Bank shall incur no liability to Customer as a result of the Bank's compliance with such statute, regulation or policy.

20. Assignment and Delegation. The Bank may assign any of its rights or delegate any of its responsibilities in whole or in part without prior notification to any person to a company affiliated with the Bank or to any other party. Customer may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement without Bank's prior written consent, which consent we

may grant or withhold in our sole discretion. This Agreement shall be binding upon and for the benefit of Customer and Bank, and our permitted assigns and successors.

21. Non-Waiver. No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

22. Jury Trial Waiver. Bank and Customer each agree that neither Bank nor Customer shall (a) seek a jury trial in any lawsuit, proceeding, counterclaim, or any other action based upon, or arising out of, this Agreement, the Services or any Account or the dealings of the relationship between Bank and Customer, or (b) seek to consolidate any such action with another in which a jury trial cannot be or has not been waived. The provisions of this Section shall be subject to no exceptions. Neither Bank nor Customer has agreed with or represented to the other that the provisions of this Section will not be fully enforced in all instances. Bank and Customer each acknowledge that this waiver has been knowingly and voluntarily made.

23. Applicable Law. The laws of the State of Maine and applicable federal law govern this Agreement and the Services. In addition, you are responsible for full compliance with laws and regulations as amended from time to time that may be applicable to your use of and access to the Services. This Agreement, and our performance or delivery of the Services, will not relieve you of any obligation imposed on you by law or contract, nor from employing adequate audit, account and review practices customarily followed by businesses similar to yours.

24. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Maine, without regard to its applicable conflict of law principles, and applicable Federal Laws of the United States. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation. You and we agree to be bound by, and hereby consent and agree to, such laws with respect to any claim relating to this Agreement. Any action brought to enforce or interpret the provisions of this Agreement shall be filed in the Superior Court of York County, Alfred, Maine, or the Federal District Court located in Portland, Maine, and the parties hereby agree to the jurisdiction of these Courts.

25. Errors and Questions. In case of errors or questions about the Services, transactions, or statements, you should as soon as possible notify us by visiting any branch or by telephone at 1-844-787-4927 during Customer Service hours.

26. Email. If Customer sends Bank an electronic mail ("email"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the action or omissions of others, such as third-party networks or persons with access to the internet. As such, we recommend that you not send account data or other sensitive information to us by e-mail.

27. Account Terms and Conditions; Fees. The Bank and Customer agree that any Account established by Customer in connection with the Services offered by the Bank shall be governed by the applicable Account Agreement, including one or more Fee Schedules issued by the Bank for the Account. If there is a conflict between terms and provisions of this Agreement and the Account Agreement, the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict. Applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the amount of such fees and charges from your Account.



(rev. 8/2020)