

BUSINESS ACCESS CARD AGREEMENT AND DISCLOSURE  BARRE SAVINGS BANK <small>Serving the region since 1869</small>	Name and Address of Financial Institution Barre Savings Bank 56 Common Street PO Box 940 Barre, MA 01005-0940 978 355-4693
Business Name and Address Assumed Name if d/b/a	Agreement Date: Phone Number: Email address:

Definitions. The terms "I", "me" and "my" refer to the Authorized Signer, whether one or more, who are acting in their legal authority on behalf of _____, and the terms "you" and "your" refer to the Financial Institution. The term "Cardholder" refers to any and all individuals authorized by Authorized Signer under this Agreement to receive and use an access card. The term "cards" (or "card" when singular) refers to the access cards issued under this Agreement, whether used for business purpose point-of-sale ("Point of Sale" or "POS") purchases or automated teller machine ("ATM") transactions. The term "Agreement" refers to this Business Access Card Agreement and Disclosure. Words or phrases preceded by a are only applicable when the is checked.

Agreement. Business access cards are issued based upon the contract terms and conditions of this Agreement and other important disclosures, such as the Agreement and Disclosures provided for the accounts indicated.

Applicable Law. The access cards issued under this Agreement are for business purposes only and are governed by the laws of this state, and by federal laws and regulations. The cards may not be used for personal purposes and are not covered under the consumer protection of the Electronic Fund Transfer Act and Regulation E. If any part of this Agreement becomes unenforceable, it will not affect your right and ability to enforce any other part of this Agreement.

Card Issuance. Each approved Cardholder receives a card and a personal identification number ("PIN") to transact the activity, within the specified authorization limits that I have authorized for that Cardholder. I understand that the cards remain your property and may be taken back by you at any time. I understand that you reserve the right to impose limitations for security purposes at any time.

Card Usage. I agree that cards should not be used for a transaction that would cause my account balance to go below zero, or to access an account that is no longer available or that lacks sufficient funds to complete the transaction. Additionally, I agree the cards should not be used for a transaction that would exceed my account balance plus the available credit on any credit line attached to my account, if a line of credit is indicated. I understand that you are not required to complete any such transaction, but if you do, you may, at your sole discretion, charge or credit the transaction to another account, and I agree to pay you the amount of the improper withdrawal or transfer upon request.

Network Card Usage. I understand that the ability of the Cardholder to perform the transactions or access the accounts as authorized can vary as networks may not perform or permit all of the authorized transactions; for example, deposits and transfers may not be able to be transacted at ATMs located out of state. Besides being able to use the cards at your proprietary ATMs, when provided. When Cardholder uses an ATM not owned by you (non-proprietary), I may be charged a fee by the ATM operator or any network used, and I may be charged a fee for a balance inquiry even if Cardholder does not complete a fund transfer.

Illegal Usage. I agree that Cardholder must not use the card for any illegal transactions, including internet gambling and similar activities.

POS Transactions/Designated Account. I understand that Cardholder may use the card to purchase goods and services, when so authorized, from merchants ("Participating Merchants") that have arranged to accept the card as a means of payment. POS transactions will cause my "designated account" to be debited for the amount of the purchase. The designated account for debit card transactions is my checking account, O _____. In the event that this account is closed by me for any reason, I will notify you of a replacement designated account. In addition, a debit card may be used, when so authorized, at any Participating Merchant that accepts MASTERCARD debit cards for the purchase of goods and services. Cards may also be used to obtain cash from my designated account at participating financial institutions, when so authorized. POS transactions, when authorized, will be held to PIN debit transactions, unless otherwise authorized, for security purposes.

Each time Cardholder uses his or her card, the amount of the transaction will be debited from my designated account. I understand you have the right to return any check or other item drawn against my account to ensure there are sufficient funds available to pay for the card transactions. You may, but do not have to, allow transactions which exceed my available account balance or available overdraft protection, when overdraft protection is indicated. If you do, I agree to pay the overdraft. I also agree to pay overdraft charges in effect from time to time for each transaction which causes my available account balance or available overdraft protection, when overdraft protection is indicated, to be exceeded.

Currency Conversion. When cards are used at a Participating Merchant that settles in currency other than US dollars, the charge will be converted into a US dollar amount. The currency conversion procedure used to determine the transaction amount in US dollars is determined by MASTERCARD INTERNATIONAL, INC., and disclosed to institutions that issue MASTERCARD debit cards. The currency conversion rate used by MASTERCARD INTERNATIONAL to determine the transaction amount in US dollars for such transactions is generally the government-mandated rate in effect for the applicable central processing date or a rate available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MASTERCARD INTERNATIONAL itself receives. The conversion rate in effect and used on the processing date may be different from the rate in effect and that would have been used on the transaction date or the statement posting date.

IMPORTANT ADDITIONAL MASTERCARD INTERNATIONAL FEE NOTICE:

MasterCard® charges us a Currency Conversion Fee of 0.800% of the transaction amount for performing currency conversions and a Cross-Border Fee of 0.200% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 1.000% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "MasterCard® Debit Switch" when the country of the merchant or machine is different than your country, as cardholder.

Documentation. Upon completing a transaction at an ATM, Cardholder will receive a printed receipt documenting the transaction (unless Cardholder chooses not to get a paper receipt or the transaction is less than \$15.00). These receipts (or the transaction number given in place of the paper receipt) should be provided to me by Cardholder and retained by me to verify that a transaction was performed. Cardholder will receive a receipt at the time he or she performs any transaction using the card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant may not be required to provide a receipt. Any documentation that is provided to me which indicates that a card transaction was made shall be admissible as evidence of such transaction and shall constitute prima facie proof for such transaction.

Liability. I agree to instruct Cardholder that the card issued may not be used for personal purposes. I understand that I am responsible for the transactions completed by Cardholder whether or not the transactions are in furtherance of the business of _____.

Further, I understand that I remain responsible for the transactions of Cardholder unless and until I provide notice to you of the revocation of Cardholder's authority and card, in a manner required by you, and you are given a reasonable time period to act upon it. Misuse of the access cards and the accounts may cause the cards to be taken back by you and the accounts to be closed, and I will remain liable for the payment of any overdraft balance and fees due to these transactions. If I fail to notify you within 60 days of the periodic statement being mailed or otherwise being made available for my review, you will deem the transactions reported in the periodic statement to be accurate and authorized.

Liability for MASTERCARD Debit Card Transactions. When unauthorized, your liability for POS PIN-less transactions and procedures for transaction inquiries are as follows:

I agree to be unconditionally and without limitation liable for all debits effectuated by use of the Cards, whether authorized or unauthorized, whether utilized by Employees or some other person, and whether arising from Cards lost or stolen. All Employees who are granted use of the Cards shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement. Accordingly, such Employees shall be jointly and severally liable with Company for any debits effectuated under the Card issued to the respective Employee, whether authorized or unauthorized, and whether arising from lost or stolen Cards. In the event of a lost Card or of unauthorized use of a Card, Bank should be notified by either calling 978-355-4693 or writing Bank at 56 Common St., P.O. Box 940, Barre, MA 01005-0940.

Your Liability and Limitation. I agree that if you do not complete a transaction from my account on time or in the correct amount according to this Agreement, you will be liable for my losses or damages as provided by law. I understand that there are exceptions allowed by applicable law for which you will not be liable, such as but not limited to:

- If through no fault of yours, I do not have sufficient funds in my account to complete the transaction;
- If the transaction would result in my exceeding the credit limit on my line of credit, when one is indicated;
- If the ATM was not working properly and Cardholder knew about the breakdown before starting the transaction;
- If circumstances beyond your control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transaction, despite the reasonable precautions you have taken;
- If I have terminated my Agreement with you;
- When the card has been reported lost or stolen or you have reason to believe that something is wrong with transaction;
- If you receive inaccurate or incomplete information needed to complete a transaction;
- If the funds in my account are subject to legal action preventing a transaction to or from my account; and
- If the ATM does not have enough cash to complete the transaction.

Security Procedures. I agree to require Cardholder to use his or her card and PIN to transact all activity, and to ensure that reasonable measures are used to maintain the security of the card and PIN, such as not revealing the PIN to any person, or writing the PIN on the card or on any item kept with the card. I understand a card cannot be transferred to another person. I agree to inform you immediately of any lost or stolen access card, any compromised PIN, any change to or revocation of the access authority of Cardholder, and of any discovered unauthorized activity. Your contact information for such notification is:

Written Notification: Barre Savings Bank
56 Common Steet
PO Box 940
Barre, MA 01005-0940

Phone Notification: 978-355-4693

during hours: 9:00 a.m. - 3:00 p.m., Monday through Wednesday;
9:00 a.m. - 7:00 p.m., Thursday;
9:00 a.m. - 5:00 p.m., Friday;
9:00 a.m. - 12:00 p.m., Saturday.
Paxton and Princeton are open Monday through Wednesday until 4:00 p.m.

I understand that you may require a written confirmation of an oral notification, and that you have the right to refuse a transaction on my account when a card or PIN has been reported lost or stolen, or when you reasonably believe there is unusual activity on my account.

Disputed Transactions. In case of a suspected error or for a question about card transactions, I agree to contact you as soon as possible, no later than 60 days after a periodic statement has been mailed or made available to me, to obtain further information regarding the transaction or to request an investigation. I understand that I need to provide you with the following information: (1) my name and the account number of the activity in question; (2) a description of that activity, including the dollar amount; and (3) an explanation of the reason I am questioning the activity or requesting either additional information or an investigation. If I contact you with an oral request, you may require that I send in a written confirmation of the request within 10 business days.

Your contact information for such notification is:

Written Notification: Barre Savings Bank
56 Common Steet
PO Box 940
Barre, MA 01005-0940

Phone Notification: 978-355-4693 during hours: 9:00 a.m. - 3:00 p.m., Monday through Wednesday;
9:00 a.m. - 7:00 p.m., Thursday;
9:00 a.m. - 5:00 p.m., Friday;
9:00 a.m. - 12:00 p.m., Saturday.
Paxton and Princeton are open Monday through Wednesday until 4:00 p.m.

Disclosure of Account Information. I agree that merchant authorization messages transmitted in connection with POS transactions are permissible disclosures of account information, and I further agree to release you and hold you harmless from any liability arising out of the transmission of these messages. I understand that you will disclose information to third parties about my account: (1) when necessary to complete a transfer or to investigate and resolve errors involving transactions; or (2) in order to verify the existence and condition of my account for a third party such as a credit bureau or merchant; or (3) in order to comply with government agency or court orders; or (4) with my consent.

Expenses. I agree to be liable to you for any loss, costs, or expenses that you incur as a result of any dispute involving my accounts, including reasonable attorneys' fees, to the extent permitted by law, and I authorize you to deduct such loss, costs, or expenses from my account without prior notice to me.

Fees. You will hold me responsible for the following fees:

- \$
- \$
- \$

See the provided Fee Schedule for fees that may be applicable.

Amendment, Termination and Notification. I agree that this Agreement may be amended by you from time to time. You will notify me of amendments as required by applicable law or institution policy. Notices will be sent to the most current address shown on my account records. The continued use of the cards by the authorized Cardholders will be deemed as evidence of my agreement to any amendments. I may terminate this Agreement at any time by providing written notice and surrendering all Cards. The Card remains your property and you have the right to refuse to issue the Card or to revoke the Card at any time with our without cause or notice. I must surrender a revoked Card to you upon demand or upon knowledge of its revocation and I must not use an expired or revoked Card. You may terminate the Agreement at any time.

Business Days. Your business days are: Monday through Friday, excluding Federal Holidays

Access Authorization for Overdraft Protection. By checking this box, I authorize you to access my overdraft line of credit, , through my checking account, , on card transactions. I may be liable, on card transactions. I may be liable for the unauthorized use by Cardholder to access my line of credit. I understand that I must refer to my Line of Credit Agreement for disclosures related to my liability for unauthorized use.

Additional Terms.

Acknowledgment. I hereby acknowledge that I have received and understood the above Business Access Card Agreement and Disclosure, on behalf of _____ on whose account(s) I am an Authorized Signer, and with respect to which I have any legal authority to transact business, and agree to be bound by its terms. To that end, I certify that I have full authority to authorize this Agreement and indemnify you from any and all claims related thereto.

X _____
Date

Its

X _____
Date

Its

X _____
Date

Its

X _____
Date

Its

Attested by: X _____
Date

NOTICE OF ATM PRECAUTIONS. Please keep in mind these basic safety instructions whenever you use an ATM:

- If the ATM facility is equipped with a door, close the door completely before conducting your transaction and when exiting the facility. When using the machine, stand so you block anyone else's view from behind.
- The activity is being recorded by a surveillance camera or cameras. (New York only)
- Customers should not permit any unknown persons to enter after regular banking hours. (New York only)
- Place withdrawn cash securely upon your person before exiting the ATM facility. Don't display cash, and count later in safety at home or in your car and reconcile to your receipt.
- Be alert to your surroundings. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around and during the hours of darkness. Use another ATM facility or defer your transaction to a later time.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different ATM facility.
- If using an ATM in an isolated area or during the hours of darkness, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- 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.
- Report all crimes to the operator of the ATM and to local law enforcement officials immediately. Use the nearest available public telephone to call the police if emergency assistance is needed.
- Direct complaints concerning ATM security to our security officer if we own or operate the ATM. If we do not own or operate the ATM, direct your calls to the institution operating the ATM at the telephone number found on or near the ATM.