

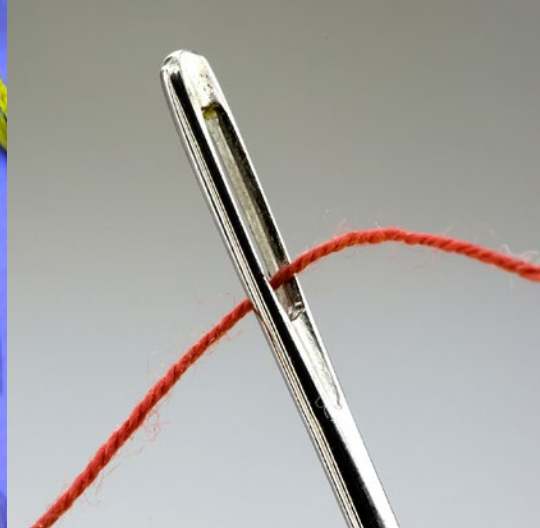


Find your



A Guide to Your Accounts and Services

# Welcome to Berkshire Bank



**The X Represents Excitement.**

Our hope is that you come to see it as representing your exciting moments both big and small.

 **BerkshireBank.**  
Life is exciting. Let us help.®

# Welcome

## Joining Together to Offer You Even More

Berkshire Bank and Savings Institute are coming together to offer you greater convenience and a wider array of financial solutions to meet your unique needs. With shared values and strong ties to the community, this partnership reflects our focus on providing customers with solutions that are designed to meet their evolving needs and ensuring that as an organization, the bank makes a meaningful impact on the communities it serves.

We're working hard to make your transition from Savings Institute to Berkshire Bank as effortless and straightforward as possible. Although you'll see new signs on the doors of our branches, inside, you'll see the same team you've come to know and trust.

We're dedicated to maintaining local leadership, hometown decision-making, and have a strong commitment to supporting local communities. We've created this welcome packet to familiarize you with who Berkshire Bank is and to prepare you for the transition to the Berkshire Bank name, products and services.

You'll likely have questions in the weeks ahead, and we encourage you to give us a call at 800.423.0142 or stop by your nearest Savings Institute branch. As always, we're happy to help you. We also invite you to visit our dedicated website for more information at [berkshirebank.com/welcome-SI](http://berkshirebank.com/welcome-SI). This website will provide you with the most up to date information regarding the merger, plus, you'll have the chance to win an Apple iPad and cash prizes.

We're excited about this opportunity to help you reach your financial goals while making a positive impact in the community in which you live and work.

Sincerely,



Richard Marotta  
CEO, Berkshire Bank



Sean Gray  
President, Berkshire Bank

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# Our History

## 175 Years and Counting



For more than 175 years, Berkshire Bank has been recognized for its entrepreneurial approach, distinctive culture and commitment to the communities it serves. Over the years, our footprint has expanded from our roots in Pittsfield, Massachusetts to encompass locations in New York, Connecticut, Vermont, New Jersey, Pennsylvania, and now with the addition of Savings Institute Bank & Trust, Rhode Island. What hasn't changed is our drive to help our customers accomplish their financial dreams and make a positive impact on the communities in which we live and operate.

This level of commitment is shared with Savings Institute, which brings a rich 176-year-old history of the same values as Berkshire Bank. Our joining with Savings Institute will help us to better serve both banks' customers and the community at large.

We're excited about the opportunity to introduce you to Berkshire Bank. We're a dynamic bank with the experts and resources you need to accomplish your financial goals. Berkshire Bank realizes that no two customers are alike, and each person has their own unique goals. That's why we offer a broad array of services that go beyond just consumer and business deposit and lending solutions, including insurance, wealth management and private banking services. We take it one step further by providing every customer, regardless of their

wealth and background, with the VIP treatment through our one-of-a-kind MyBanker program.

Beyond providing our customers with the financial tools they need to be successful, we want to ensure the communities we live in thrive along with you. That's why we invest more than \$4 million dollars back into the community each year through grants and sponsorships. Not only that, our employee volunteer program, the XTEAM® contributes more than 40,000 hours to causes near to us. This unique program has recently been honored with the North American Employee Engagement Award, which acknowledged the bank's mission to create meaningful and authentic connections with the communities it serves while fostering a workplace culture where all employees feel that they belong.

As we look to the future together, we pledge to always put your goals and the needs of the community first.

**Win an Apple iPad  
or Cash Prizes!**

Visit our website frequently  
at [berkshirebank.com](http://berkshirebank.com) for  
updates and a chance to win.



# Our Commitment to You

Banking for *all*



## We believe:

**B**elonging fosters an environment where all relationships matter

**F**ocusing on a positive attitude and everything else will follow

**I**nclusion invites openness and builds belonging

**R**espect cultivates an unyielding commitment to integrity and responsibility

**S**ervice quality should be delivered regardless of income or wealth

**T**eamwork empowers collaboration and cooperation

At Berkshire Bank, our core values are founded in our mission to be a community bank that not only meets the needs of its customers and employees but the needs of the community as a whole. This means truly listening to each individual's wants, needs and goals. Our Be FIRST values reflect our passion for being a modern bank with advanced solutions and technology without losing the one-on-one feel of a true community bank.

You will see these values in action throughout the bank. We are continually reviewing our solutions to ensure that they meet not only your needs, but the needs of the community such as our partnership with The Runway Project and recently announced Storefront program. Our Storefronts are the first of their kind in the United States and allow us to connect deeply with our community by creating a space to help our neighbors tackle the growing wealth gap, building more authentic relationships and providing a safe place for communities to exchange ideas and encourage growth in the local economy.

We're not only investing in our outward facing products and work but also in building our internal capacity and diversity. Recently, the bank formed a committee that fosters a culture of belonging and began focusing on setting internal hiring goals that ensure the workforce is reflective of the communities we serve while creating a career path for our youth.

It is our hope that these actions will ensure that high-service banking is not a commodity for the privileged few, but for all.



# IMPORTANT DATES AT A GLANCE

To ensure a smooth transition, please mark your calendar for these dates.

## Wed., Oct. 2

- ▶ Activate and start using your new debit and/or ATM card after 6:00 PM ET
- ▶ ATM account balance inquiry not available

## Thurs., Oct. 3

- ▶ ATM account balance inquiry not available
- ▶ Discontinue using your Savings Institute Bank & Trust debit and/or ATM card after 5:00 AM ET

## Fri., Oct. 4

- ▶ ATM account balance inquiry not available
- ▶ All Savings Institute Bank & Trust locations, including the Customer Service Center, will close at 4:00 PM ET
- ▶ Savings Institute Bank & Trust telephone banking will no longer be available after 5:00 PM ET

## Sat., Oct. 5, and Sun., Oct. 6

- ▶ ATM account balance inquiry not available
- ▶ Branches will remain closed
- ▶ Use your new debit and/or ATM card for your banking needs

## Mon., Oct. 7

- ▶ Former Savings Institute Bank & Trust branches will reopen as Berkshire Bank branches at normal times
- ▶ Start using your new checks
- ▶ Telephone banking will be available at 888.685.8300 beginning at 8:30 AM ET
- ▶ Online banking will be available at berkshirebank.com for use at 9:00 AM ET
- ▶ Confirm that your recurring transfers and bill payments have converted successfully
- ▶ Once you have successfully logged into online banking via the URL, download the Berkshire Bank mobile app

## Customer Service

Account Questions	Extended Online Banking Support Starting Mon., Oct. 7:	Branch Support
<p><b>Starting Mon., Oct. 7</b>  <b>800.773.5601</b></p> <p><b>Mon. - Fri.</b>            7:00 AM - 7:00 PM ET            (excluding holidays)</p> <p><b>Sat.</b>            8:30 AM - 2:00 PM ET</p>	<p>800.773.5601 and follow the prompts for:</p> <ul style="list-style-type: none"> <li>• <b>Personal &amp; Business Banking without Cash Management:</b> 24 hours a day, 7 days a week (excluding holidays)</li> <li>• <b>Corporate Online Banking (Users with Wires, ACH, or Positive Pay):</b> Mon. - Fri., 8:00 AM - 9:00 PM ET (excluding holidays)</li> </ul>	<p><b>Starting Mon., Oct. 7,</b>  <b>call or visit your nearest Savings Institute Bank &amp; Trust or Berkshire Bank branch.</b></p>

# Preparing for a Smooth Transition

Use this checklist to track any items that apply to your accounts during this transition and check ✓ when completed.

★ ACTION			✓
TOPIC	WHAT I NEED TO DO	WHEN	COMPLETED
<b>CHECKS</b>			
Utilizing new checks	Discontinue using, shred and destroy old Savings Institute Bank & Trust checks (including personal, business and home equity), and begin using your newly issued checks with the routing number of 211871691. <i>Please note: For shredding services, feel free to bring in old checks to your local branch and the team will shred these on your behalf.</i>	Mon., Oct. 7	
<b>STATEMENTS</b>			
Savings Institute Bank & Trust online banking statements (electronic statements)	Savings Institute Bank & Trust online statements will no longer be available after Fri., Oct. 4, at 5:00 PM. Download any Savings Institute Bank & Trust online statements that you wish to retain	Prior to Fri., Oct. 4	






TOPIC	WHAT I NEED TO DO	WHEN	COMPLETED ✓
<b>DEBIT &amp; ATM CARDS</b>			
Activate your new debit card	Use the PIN you will receive via postal mail and choose one of the following options: <ul style="list-style-type: none"> <li>• Making a PIN-based merchant transaction</li> <li>• Performing a withdrawal at any NYCE ATM</li> <li>• Calling Berkshire Bank's telephone banking system at 888.685.8300 (choose option 6, and then press 2 to activate). See the Debit Cards section on page 12 for more information</li> </ul>	Starting Wed., Oct. 2, at 6:00 PM	
Recurring payments with merchants using debit card	Reestablish recurring payments with your new debit card number	Starting Wed., Oct. 2, at 6:00 PM	
<b>ONLINE BANKING, BILL PAY, AND MOBILE BANKING (INCLUDING SMALL BUSINESS BANKING)</b> If you utilize Cash Management solutions such as Wires, ACH or Positive Pay, please see 'CORPORATE ONLINE BANKING' on pages 6-7.			
Accessing online banking	If you have not logged in to Savings Institute Bank & Trust's online banking system <b>within the last 12 months, please do so now to allow your information to convert</b> to Berkshire Bank	Prior to Fri., Oct. 4	
Personal and Small Business online banking transition	<ul style="list-style-type: none"> <li>• Reestablish account nicknames and alerts if applicable</li> <li>• Verify all scheduled and recurring transfers</li> <li>• After successfully enrolling in online banking via the URL, download Berkshire Bank's mobile app and log in</li> </ul>	On or after Mon., Oct. 7	





TOPIC	WHAT I NEED TO DO	WHEN	COMPLETED 
<b>ONLINE BANKING, BILL PAY, AND MOBILE BANKING (CONT.)</b>			
Review online bill pay	<ul style="list-style-type: none"> <li>• Log in to the Berkshire Bank online banking system, and verify your primary account, payees, and payments have converted correctly</li> </ul>	Starting Mon., Oct. 7	
Using Quicken™ or Quickbooks™	<ul style="list-style-type: none"> <li>• Download Savings Institute Bank &amp; Trust transaction history</li> <li>• Activate Berkshire Bank as your new financial institution (see question 35, page 16)</li> </ul>	Prior to Fri., Oct. 4  Starting Mon., Oct. 7	
<b>CORPORATE ONLINE BANKING, BILL PAY, AND MOBILE BANKING (Business Users who utilize Cash Management solutions such as Wires, ACH or Positive Pay)</b>			
Preview Business Solutions online banking system	<ul style="list-style-type: none"> <li>• Familiarize yourself with the new Berkshire Bank system by utilizing the non-transactional preview period</li> </ul> <p><b>To preview Business Solutions online banking system, log in to the system and:</b></p> <ul style="list-style-type: none"> <li>• Update contact info</li> <li>• Verify accounts and entitle sub-users</li> <li>• Introduce users to Berkshire Bank services</li> </ul>	Mon., Sept. 23, through Fri., Oct. 4	
Business Solutions online banking transition	<ul style="list-style-type: none"> <li>• Verify established Savings Institute Bank &amp; Trust ACH and wire templates converted to Berkshire Bank</li> </ul>	On or after Mon., Oct. 7	







TOPIC	WHAT I NEED TO DO	WHEN	COMPLETED ✓
<b>CORPORATE ONLINE BANKING, BILL PAY, AND MOBILE BANKING (CONT.)</b>			
Business online bill pay transition	<ul style="list-style-type: none"> <li>• Begin using Berkshire Bank's bill pay, and review to verify your primary account, payees, and payments have converted correctly</li> </ul>	Starting Mon., Oct. 7	
QuickBooks™	<ul style="list-style-type: none"> <li>• Download Savings Institute Bank &amp; Trust transaction history</li> <li>• Activate Berkshire Bank as new financial institution (see question 45 on page 15)</li> </ul>	Prior to Fri., Oct. 4  Starting Mon., Oct. 7	
Mobile banking	<ul style="list-style-type: none"> <li>• After successfully logging into the online banking via the URL, download "Berkshire Money Mobile" app</li> </ul>	Starting Mon., Oct. 7	
<b>CONSUMER, AUTO, MORTGAGE, HOME EQUITY, COMMERCIAL, AND BUSINESS LOANS</b>			
Automatic loan payments from another financial institution (automatic payments from your Savings Institute account to loans held at Savings Institute will convert over automatically).	<p><b>If your loan payment is deducted from another financial institution:</b></p> <ul style="list-style-type: none"> <li>• Please contact that institution and provide your new loan account number (if applicable) and routing number 211871691</li> </ul>	Starting Mon., Oct. 7	

## Questions?

For more conversion related information and news, stop by your nearest Savings Institute Bank & Trust location or call us at 800.423.0142. Plus, for a chance to win an Apple iPad and cash prizes, you can visit us at [Berkshirebank.com/welcome-SI](http://Berkshirebank.com/welcome-SI)



# Answers to Your Banking Questions

## General Banking

### 1. **When will my branch transition to Berkshire Bank?**

All locations, including the Customer Service Center, will be closed starting Fri., Oct. 4, at 4:00 PM ET and will reopen on Mon., Oct. 7, at their normal times.



### 2. **Will my deposit account number(s) and bank routing number change?**

If your account number is changing, you will receive a separate mailing that will provide you with your new account number. Effective Mon., Oct. 7, 2019 the routing number will change to 211871691 for all customers.



### 3. **Will my loan number(s) change?**

Yes. Some account numbers for loans and lines of credit will change. You will receive a separate mailing indicating your new account number. If your account number changes, the loan number will also appear on your first Berkshire Bank statement. Home equity line of credit (HELOC) customers will receive new Berkshire Bank checks reflecting applicable account number changes.



### 4. **Will my loan due date change?**

Yes. Some dues dates for loans and lines of credit will change. You will receive a separate mailing indicating your new due date.

### 5. **Will my direct deposit and automatic payments continue following the transition?**

In order to make this transition as smooth as possible, we will be automatically alerting your employer(s) and other sources that make direct deposits into your account, as well as recipients of automatic payments of your new account number(s). You may be contacted by these individuals to confirm the change. No action is required on your part; however, you may wish to confirm this change on or after Mon., Oct. 7.

### 6. **Will I experience any service interruptions during the ATM upgrade?**

Yes. To better serve you, our ATMs will be updated during the month of September. As each ATM is updated, there will be a slight service interruption. In addition, once the updates are made, until conversion on Mon., Oct. 7 the ATM will not be able to accept Savings Institute Bank & Trust deposits. Please visit your local branch or [Berkshirebank.com/welcome-SI](http://Berkshirebank.com/welcome-SI) for a schedule of the ATM service interruptions.



## Transfers



### 7. **Savings Institute Bank & Trust currently sends money from my account to pay my loan elsewhere. Will these external loan payments continue following the conversion?**

No. On or after Mon., Oct. 7, deposit customers that have an external transfer to make their loan payment at another bank will need to contact the corresponding company to set their recurring payments back up.

## Checks



### 8. **Can I continue to use my existing supply of Savings Institute Bank & Trust checks, withdrawal, and deposit tickets after the transition?**

Please discontinue use, shred and destroy all old Savings Institute Bank & Trust checks and begin using your new checks on Mon., Oct. 7. For shredding services, please feel free to bring in old checks to your local branch, and the team will shred these on your behalf.

#### **Personal Checking and Home Equity Line of Credit (HELOC)**

Berkshire Bank will provide all personal checking accounts, and home equity line of credit (HELOC) customers with a supply of new checks and deposit tickets.

#### **Business Customers**

Business customers in the following accounts will automatically receive a supply of new checks and deposit tickets: Business Checking, Business Relationship 1 or 2, Good for Business Checking, Interest in Business Checking, Free Business Checking, Non-profit Interesting Checking.

Business customers in the following accounts will receive a supply of deposit tickets and a discount for ordering new checks: Benefit and Benefit Plus Business Checking, Commercial Checking, Municipal, IOLTA and Non-profit Commercial Checking.

Please note, business customers who utilize Cash Management Solutions such as Wires, ACH or Positive Pay will be contacted directly by our partner, Superior Press about ordering their checks.

**If you have not received your complimentary new checks and deposit tickets by Fri., Oct. 18, please contact Berkshire Bank at 800.773.5601. We will assist you with ordering at that time.**

Please note: If you opened an account that is listed to receive complimentary checks above after Thurs., Aug. 1, your new checks will be ordered on Fri., Oct. 4. Please watch your postal mail for the slim, green checkfolio package from Harland Check Printers.

### 9. **What if my new checks are rejected at a store?**

Some retail companies utilize a third party, such as Telecheck, to process the approval of checks. You may be required to contact Telecheck directly to update your account number and routing number. Telecheck may be reached at 800.366.2425 or by visiting [www.getassistance.telecheck.com/home.html](http://www.getassistance.telecheck.com/home.html).

## Overdraft Protection

### 10. What are my checking account overdraft protection options with Berkshire Bank?

Berkshire Bank offers overdraft protection plans, such as a link to a savings account or an overdraft line of credit, which may be less expensive than our standard overdraft services.

- If you used Savings Institute Bank & Trust's personal checking overdraft protection with a savings or checking account, you do not need to take any action. This service will automatically continue. There is a \$10.00 per transfer fee for this service.
- If you used Savings Institute Bank & Trust 's overdraft protection line of credit service, this service will continue, and you do not need to take any action. The rate established at Savings Institute Bank & Trust will be honored for any existing lines of credit. If you do not have this service, please contact us at 800.773.5601 on or after Mon., Oct. 7 to apply, or visit any branch location. Reddi-Cash is a personal overdraft line of credit and is subject to credit approval.
- If you are currently enrolled in Savings Institute Bank & Trust 's Overdraft Protection Courtesy Program, you will automatically be enrolled in Berkshire Bank's Courtesy Pay<sup>SM</sup> discretionary overdraft service. Courtesy Pay<sup>SM</sup> is a discretionary service and is generally limited to a \$750 overdraft (negative) balance for eligible personal checking accounts or a \$1,500 overdraft (negative) balance for eligible business checking accounts.
  - Generally, we do authorize and pay overdrafts for the following types of transactions: checks, other transactions made using your account number, and automatic bill payments.
  - You may opt out of Courtesy Pay<sup>SM</sup> at any time.
  - For more information, please refer to the Courtesy Pay<sup>SM</sup> disclosure on pages 42-44. Some restrictions may



### 11. Does Courtesy Pay<sup>SM</sup> cover overdrafts on everyday debit card or ATM transactions?

**TAKE ACTION:** If Savings Institute Bank & Trust currently pays overdrafts on your everyday debit card and ATM transactions and you wish to continue this service, you will need to complete and bring us the form on page 49 or contact the Customer Service Center at 800.423.0142. After Oct. 7, you may change your opt-in preference at any time through online banking, by calling us at 800.773.5601, or visiting any branch location.

**Berkshire Bank pays overdrafts at our discretion, which means we DO NOT guarantee that we will always authorize and pay any type of transaction.** If we do not authorize and pay an overdraft, your transaction will be declined or returned.



## Statements



### 12. When will my statements be produced?

Your last Savings Institute Bank & Trust deposit statement(s) will be produced on Fri., Oct. 4, for all products except retirement accounts and will be sent to you in paper form, regardless if you have signed up for eStatements. Your first statement(s) will be produced on the following schedule:

- Business checking and business money markets will be produced monthly starting Thurs., Oct. 31.
- Personal checking statements will be produced monthly starting Mon., Nov. 4
- Statement savings and personal money market statements are produced quarterly
- Certificate of deposit statements are not produced but can be reviewed in online banking
- IRA statements are produced twice a year
- Commercial, Mortgage and Installment loan statements will be produced 13 calendar days before the due date, excluding Bank holidays.
- Home Equity Line of Credit statements will continue to be produced at the end of the month.
- Home Equity Line of Credit and overdraft protection lines will produce an activity statement for Tues., Oct. 1 through Fri., Oct. 4. *This is not a bill.* The payment statement will be produced at the end of October by Berkshire Bank. The Berkshire statement will not show the 10/1-10/4 activity but will bill for any advances from those days

Reminder: ALL account activity is provided to you with 24/7 access via online banking.

### 13. What if I have a seasonal address?

Berkshire Bank will utilize the primary address on your Savings Institute Bank & Trust account. Changes to your mailing address for seasonal purposes will require reinstating with Berkshire Bank after Mon., Oct. 7. Changes to your seasonal address will require notification to Berkshire Bank on an annual basis.

### 14. Will I be able to access my new Berkshire Bank statements and notices electronically following the transition?

Yes. We are pleased to offer free eStatements and notices with all our accounts. If you are an existing eStatement customer, your service will continue with your new Berkshire Bank statements. If you'd like to enroll in eStatements, please:

- Log in to online banking at [berkshirebank.com](http://berkshirebank.com) on or after Mon., Oct. 7,
- Click on <Accounts/Online Documents>
- Select <change document delivery method>
- Use the drop-down boxes to update your delivery to <online> for each Berkshire Bank account.

Berkshire Bank eStatements will archive up to 18 months of activity going forward.

**15. Will I still be able to access my Savings Institute Bank & Trust Bank online banking statements after the conversion?**

No. Please download any account statements and/or cleared check images online before **Fri., Oct. 4, at 5:00 PM ET. Online banking and bill pay will no longer be available after Fri., Oct. 4, at 5:00 PM ET.**

**16. Can I receive check images with my Berkshire Bank paper statements?**

Berkshire Bank provides check images with paper statements for a fee of \$3.50 per month. Check images are provided at no cost with monthly eStatements.

## Debit Cards

**17. Will I receive a new debit card?**

Yes. If you are an existing Savings Institute Bank & Trust debit card holder, who has used their card in the last six months, you will be mailed a Berkshire Bank Mastercard™ debit card on **Thurs., Sept. 18.** You will receive your new personal identification number (PIN) in a separate mailing, sent on **Fri., Sept. 20.** Please watch your mail for these two separate mailings. After **Mon., Oct. 7,** all branches will have the ability to provide instant-issue debit cards.



**18. When may I start using my new debit card?**

Start using your new debit card after 6:00 PM ET on **Wed., Oct. 2.**

To activate your new card, make a PIN-based merchant transaction or perform a withdrawal at any Berkshire or Savings Institute Bank & Trust or NYCE® ATM. If you prefer, you can activate your card by calling 888.685.8300. Have your PIN ready and choose option 6, and then press 2 to activate your card.



**19. How long may I continue to use my current Savings Institute Bank & Trust Bank debit card?**

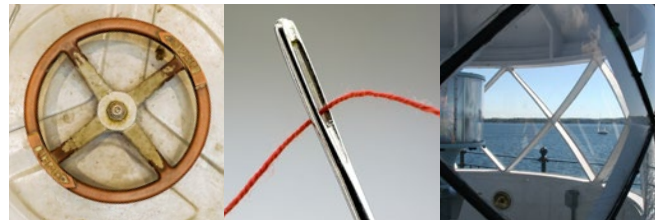
You may use your current Savings Institute Bank & Trust card until **Thurs., Oct. 3, at 5:00 AM ET.** For security purposes, please destroy your Savings Institute Bank & Trust card after this time. If you haven't used your Savings Institute Bank & Trust debit card in the last six months, your card is considered inactive and will not convert.

**20. Will I be able to check my account balance at an ATM during the conversion?**

No. The balance inquiry feature for converting accounts will be unavailable from **Wed., Oct. 2 at 6:00 PM EST to Mon., Oct. 7 at 7:00 AM EST.**

**21. What should I do if I don't receive a new debit card by Mon., Oct. 7?**

Please visit any Savings Institute Bank & Trust or Berkshire Bank location to request an instant-issue debit card or call us at 800.423.0142 and we will order one for you.



**22. What if I have recurring payments set up with merchants using my current Savings Institute Bank & Trust debit card?**

After Wed., Oct. 2, if you have any recurring payments previously set up with a merchant(s) using your current Savings Institute Bank & Trust card number, you will need to provide your new debit card number and expiration date to the merchant(s).

**23. Does Berkshire Bank offer debit card transaction monitoring and fraud protection?**

Yes. We provide additional security monitoring for out-of-the-ordinary transactions via the Card Controls feature on Berkshire Bank's mobile apps.

**If you will be using your debit card while traveling or are planning any out-of-the-ordinary purchases, please utilize the Card Controls feature on Berkshire Bank's mobile apps or contact our Customer Care Center at 800.773.5601, weekdays between 7:00 AM and 7:00 PM, or Saturday between 8:30 AM and 2:00 PM ET.**

We will provide this information to our Fraud Prevention Services team in order to prevent your card from being blocked due to out-of-the-ordinary transactions. If your card is flagged by our Fraud Prevention Services team, we will try to contact you via text, email, or phone; **it is important that your updated contact information is on file with us at all times.**

Reminder: Debit card alerts are available for online banking customers.

**24. Does Berkshire Bank offer Apple Pay™, Samsung Pay, and Google Pay?**

Yes. You can use an eligible debit or credit card with Apple Pay™, Samsung Pay, and Google Pay for merchants who accept contactless payments and in participating merchant apps wherever they are accepted. Please note, if you are a current Apple Pay™, Samsung Pay, and Google Pay user, you will need to update your debit card information with the service.

**25. Does Berkshire offer a debit card rewards program?**

Yes. We offer an exciting benefit for personal debit cardholders: Score More Rewards. You can earn cash back for shopping at select national, regional, and local retailers. No fees or enrollment are required. To access, log in to online banking to view your reward offers, select your offer, and use your Berkshire Bank debit card at the retailer.

## Online Banking, Bill Pay, Mobile & Telephone Banking

(If you utilize Cash Management solutions such as Wires, ACH or Positive Pay, please see 'CORPORATE ONLINE BANKING' on pages 13-15.)

### 26. How will I access my online banking after the transition to Berkshire Bank?

Starting Mon., Oct. 7, at 9:00 AM ET, if you are an active Savings Institute Bank & Trust online banking customer, you may access Personal and Small Business online banking at [berkshirebank.com](http://berkshirebank.com). If you are a business customer with cash management services such as wires, ACH or Positive Pay, please refer to the Corporate Online Banking section on page 17.

### 27. How do I log in to Personal and Small Business online banking for the first time?

The first time you log in to online banking, **enter your current Savings Institute Bank & Trust user ID using all lowercase letters. Your temporary Berkshire Bank password will be the last 4 digits of your social security number or tax ID. The temporary password is good for 60 days; please log in to online banking prior to Fri., Dec. 6.**

You will be prompted to change this password on the next screen and to accept Berkshire Bank's terms and conditions. A security alert will be sent when you change this temporary password.

You will be asked to validate your identity through a one-time security code via a telephone call or text message.

### 28. How will my transfers convert in online banking?

Recurring transfers that you had previously set up in online banking between accounts at Savings Institute Bank & Trust that you own will convert. 'Unlinked Transfers' (transfers set up between your account and another at Savings Institute that you are not an owner on) will not convert. In addition, transfers set up between Savings Institute and another financial institution will convert.

### 29. Is there anything I will need to do to ensure a smooth transition for my Personal and Small Business online banking?

**Yes. Before Fri., Oct. 4, please:**

- Log in to your Savings Institute Bank & Trust online banking account to keep your profile active
- Download Savings Institute Bank & Trust statements and check images
  - Visit [berkshirebank.com](http://berkshirebank.com) to view an online banking demo

**After Mon., Oct. 7, please:**

- Establish security alerts, such as a "low balance reminder" and/or debit card alerts
- Establish any account nicknames
- Verify all scheduled and recurring transfers
- Enroll in mobile banking after successfully logging in to online banking via the URL







### **30. What do I need to know about Berkshire Bank's Personal and Small Business online banking?**

If you have not logged in to Savings Institute Bank & Trust's online banking system within the last six months, please do so now to allow your information to convert to Berkshire Bank.

Running balances will appear **starting Wed., Oct. 9.**

### **31. Should I update my contact information prior to conversion weekend?**

Yes. Your current phone number(s) and email address are important when it comes to the security of your online banking service and our ability to reach you.

**Important: If you have only a mobile phone and not a home phone, please be sure to enter the mobile number in BOTH the home and mobile fields.**



### **32. What do I need to know about Berkshire Bank's bill pay?**

Current Savings Institute Bank & Trust bill pay customers with active payees will convert to Berkshire Bank's bill pay system.

- Berkshire Bank's bill pay cutoff time is 4:00 PM ET
- Checking and money market accounts are available for use with bill pay
- Savings accounts are not available for use with bill pay
- Your bill pay limits will be \$9,999.99 per transaction and \$20,000.00 per day

### **33. Will my current online banking bill pay account and payee information transfer?**

Yes. We will transfer your current Savings Institute Bank & Trust bill pay account and payee information to Berkshire Bank.

### **34. Is online bill pay "due date" driven or "schedule date" driven?**

Berkshire Bank is a "due date" driven online banking bill pay provider. This means the date you select for your payment will be the earliest date that we guarantee your payment will arrive to your payee.

Berkshire Bank will withdraw the funds from the account on the date that you have selected as the due date electronically via the Automated Clearing House (ACH), which is also the date that the payee will receive payment. If a check is created to make the payment on your behalf, the funds will be withdrawn from your account on the date the cashed check from the payee reaches Berkshire Bank.

**35. What do I need to do if I use Quicken™ or Quickbooks™?**

Before Fri., Oct. 4, you will need to download your Savings Institute Bank & Trust transaction history.

Starting Mon., Oct. 7, activate Berkshire Bank as your new financial institution. Detailed information about using Quicken™ is available at [berkshirebank.com/SavingsInstitute](http://berkshirebank.com/SavingsInstitute).

**36. Does Berkshire Bank offer telephone banking?**

Yes. Starting at 8:30 AM on Mon., Oct. 7, telephone banking will be available by calling 888.685.8300 from any touch-tone or mobile phone.

**The first time you use the telephone banking system, your PIN will be the last four digits of the primary account holder’s Social Security Number (SSN) or business Taxpayer Identification Number (TIN). The primary account holder is the first person listed on your accounts.**

You will need to change your PIN by following the voice prompts. For security, every account number will require a PIN. Please communicate your selected PIN to other authorized account users.

**37. Does Berkshire Bank offer mobile banking?**

Yes. Starting Mon., Oct. 7, you can download our Android or iPhone app. Simply search “Berkshire Bank” to find the app. If you are a cash management customer who uses wires, ACH, or Positive Pay, please refer to the Corporate Online Banking section below.

The mobile deposit cutoff time is 5:00 PM ET. Please refer to the mobile banking terms and conditions for further details.



**38. Does Berkshire Bank have online account opening?**

Yes. You can open a variety of accounts online at [berkshirebank.com](http://berkshirebank.com). Any account not listed online can only be opened in a branch.



## Corporate Online Banking

(Business Users who utilize Cash Management solutions such as Wires, ACH or Positive Pay)

### 39. When is the Corporate online banking preview period?

This special non-transactional preview period is available from Mon., Sep. 23, to Fri., Oct. 4, so that you can familiarize yourself with Berkshire's Corporate online banking.

During the preview period, log in Berkshire's Corporate online banking preview using your new login credentials at <https://berkshirebank.ebanking-services.com> to:

- Update your contact information (you will be prompted)
- Verify your accounts and entitle sub-users
- Introduce users to the Berkshire Bank services
- Verify your ACH and wire templates



### 40. How do I log in to Corporate online banking?

If you are a cash management customer, you will receive two communications by September 23rd. If you do not receive them by this date, please contact Electronic Banking Support at 800.773.5601.

### 41. Is there anything else I will need to do to ensure a smooth transition for my Corporate online banking?

Yes. Before Fri., Oct. 4, please:

- Download Savings Institute Bank & Trust statements and check images
- Verify established Savings Institute Bank & Trust ACH and wire templates converted to Berkshire Bank
- Use the preview period to familiarize yourself with Berkshire's Corporate online banking and set up entitlements for your sub-users



### 42. What do I need to know about Berkshire Bank's Corporate online bill pay?

Our bill pay system allows you to pay bills as needed or schedule recurring automatic payments on a weekly, biweekly, or monthly basis, including invoices.

Berkshire Bank is a "due date" driven online banking bill pay provider. This means the date you select for your payment will be the earliest date that we guarantee your payment will arrive to your payee.

- Berkshire Bank will withdraw the funds from the account on the date that you have selected as the due date electronically via the Automated Clearing House (ACH), which is also the date that the payee will receive payment
- If a check is created to make the payment on your behalf, the funds will be withdrawn from your account on the date the cashed check from the payee reaches Berkshire Bank

**43. As a Corporate online banking user, will I still be able to initiate ACH and wires?**

Yes. If you are a current ACH and wire online Corporate banking user, please use the preview period (non-transactional) to verify and update your ACH and wire templates. If you have any questions, please contact our Electronic Banking team at 888.413.1743.

As an extra layer of security, you will have multiple approval levels available if you are initiating ACH and wires.

**44. What do I need to know about Berkshire Bank’s remote deposit for businesses?**

If you are a current remote deposit customer, you will be contacted by Berkshire Bank’s remote deposit team to complete installation and training. We will start converting customers a few days prior to conversion weekend and continue through the following week.

Deposit files are processed three times a day at 11:00 AM ET, 1:00 PM ET, and 5:00 PM ET.

Regardless of delivery and processing time, the funds are available the next business day.

Berkshire Bank is a five-day-a-week processor, so while deposits can be made 24-hours a day, 7 days a week, any deposit completed after 5:00 PM ET will not be processed and posted until the next business day. Deposits made after 5:00 PM ET on Friday will not be processed and posted until Monday. Customers are responsible for keeping deposited checks in a locked, secure area and then securely shredding after 30 days.

**45. Does Berkshire Bank offer business mobile banking?**

Yes. Starting Mon., Oct. 7, you can download our Android or iPhone app. Simply search “Berkshire MoneyMobile” to find the app.

**46. What do I need to do if I use QuickBooks™?**

Before Fri., Oct. 4, you will need to download your Savings Institute Bank & Trust:Bank transaction history.

Starting Mon., Oct. 7, activate Berkshire Bank as your new financial institution. Detailed information about using QuickBooks™ is available at [berkshirebank.com/welcome-SI](http://berkshirebank.com/welcome-SI).





## Consumer, Auto, Mortgage, Home Equity, Commercial & Business Loans

### 47. Will my current Savings Institute Bank & Trust loans and lines of credit convert to Berkshire Bank loans and lines of credit?

Yes. The terms and conditions expressed in your current loan documents, including the interest rate, will remain the same.

### 48. Will my loan number change?

Yes. Some account numbers for loans and lines of credit will change. You will receive a separate mailing indicating the new account number. If your account number changes, the loan number will appear on your first Berkshire Bank bill. Home equity line of credit (HELOC) customers will receive new Berkshire Bank checks.

Please see important information in question 5, page 8, about automatic payments if your account number changes.

### 49. How do I make my loan payments?

**Please continue to remit your loan payments as you have in the past until Fri., Oct. 4. Automatic payments from Savings Institute Bank & Trust deposit accounts will convert and continue as usual. On Mon., Oct. 7, begin mailing payments to us at:**

Berkshire Bank - Payment Processing - P.O. Box 4129 - Woburn, MA 01888-4129

**You may also set up automatic payments in online banking or utilize Berkshire Bank's online payment platform found at "Pay My Loan" on our website at [berkshirebank.com](http://berkshirebank.com).**

If you have a payment coming from another institution, please contact that institution to update your loan account and routing number. Please be sure to indicate your entire loan account number when sending in payments.

### 50. Will I continue to receive a loan payment notice?

Yes. You will receive a monthly payment notice for your loan, line of credit, or overdraft protection.

In addition, beginning Mon., Oct. 7, according to your current billing schedule, billing statement notices will be sent to you by Berkshire Bank and will have a new look.

### 51. What should I do if I use automatic payment deduction for my loan payment?

If you have your payment deducted electronically from your Savings Institute Bank & Trust checking or savings account, the payments will continue to be deducted from that same account after the conversion. This will occur automatically, with no interruption in your payment schedule.

If your payment is deducted from another financial institution, please contact that institution with your loan account number and Berkshire Bank's routing number 211871691., or contact our loan servicing team at 800.773.5601, Ext. 138564 to establish a Berkshire Bank-initiated ACH or automatic payment.



**52. How do I contact the Bank regarding my existing mortgage, home equity, or consumer loan?**

For questions related to loan billing, payments, or general loan servicing, please contact loan servicing by phone at 800.773.5601, Ext. 138564, or by email at [retailloanservicing@berkshirebank.com](mailto:retailloanservicing@berkshirebank.com).

The new mailing address for loan correspondence after Fri., Oct. 4, will be  
Berkshire Bank - Retail Loan Servicing - P.O. Box 1308 - Pittsfield, MA 01201-1308

Home equity line of credit customers will receive new checks from Berkshire Bank. If you have not received them, or need to order additional, please contact loan servicing.

**53. How do I contact the Bank regarding a new mortgage, home equity, or consumer loan application?**

For questions regarding a new or pending home equity or consumer loan, please contact your local branch.

You're welcome to apply for a new mortgage or consumer loan on our website, [berkshirebank.com](http://berkshirebank.com). In the personal section, there are links for each loan type containing information and applications.

For more information on mortgages, refinances, or construction loans, please contact Gene Michael Deary, SVP Home Lending, at 860.208.8763, or [GDeary@berkshirebank.com](mailto:GDeary@berkshirebank.com)

**54. How do I contact the Bank regarding my commercial or business loan?**

For all commercial loans, please direct any questions to your relationship manager, business banker, or portfolio manager.

You may also contact us at 800.773.5601, Ext. 6010 and follow the prompts to be directed to our commercial and business loan department for any questions related to billing, auto pay, or general loan servicing.

## Other Services

**55. Will the terms and rates of my certificates of deposit (CDs) and my individual retirement account (IRA) change?**

All rates, terms, and conditions of your CDs and IRA CDs will remain the same until their maturity dates. Prior to all maturity dates, a maturity reminder notice will be mailed to you. If you choose to transfer your IRA to another institution, a \$50.00 IRA transfer fee applies.

**56. Will my IRA tax withholding from my IRA distribution(s) continue?**

Yes. Your election for federal and state tax withholding from your IRA distribution(s) will continue. All auto distribution arrangements will continue without interruption according to your instructions.



### **57. Will safe deposit box services be available over the conversion weekend?**

No. Access to safe deposit boxes will be unavailable while the branches are closed; branches will open Mon., Oct. 7 at normal times. You may be asked to read and accept the Berkshire Bank safe deposit contract the next time you access your box.

### **58. What are Berkshire Bank's incoming wire instructions?**

Domestic and international receiving wires will need to be re-established using Berkshire Bank's swift code and routing number

- Incoming domestic wire instructions:  
ABA#: 211871691  
Beneficiary Bank: Berkshire Bank  
Beneficiary Account: Customer's Account Number Beneficiary Name: Customer's Name  
Beneficiary Address: Customer's Address
- Incoming international wire instructions:  
:57A: //FW211871691  
BERKUS33  
:59A: /Customer Account Number Customer Name Customer Address

### **59. How will my Federal Deposit Insurance Corporation (FDIC) insurance be affected?**

Following the merger, your deposit accounts will be insured by the FDIC up to a total of \$250,000, with higher coverage amounts available under certain circumstances, depending on account ownership structuring and other factors. Deposit customers who have accounts at both Savings Institute Bank & Trust and Berkshire Bank on the merger date will continue to benefit from separate FDIC insurance coverage for six months from the date of merger.

Savings Institute Bank & Trust customers with certificate of deposit (CD) accounts will continue to receive separate FDIC insurance coverage until the CD account's first maturity date following the six-month period after the merger, up to a total of \$250,000. For CD accounts maturing within the six-month period after the merger, separate coverage will extend to the next maturity date if the CD is renewed for the same duration (term) and dollar amount, including any interest added to the principal; if the CD is renewed for a different dollar amount or term, the separate coverage benefit will terminate at the end of the six-month period after the merger.

We encourage you to review the FDIC detailed explanations of coverage online at [fdic.gov/deposit](http://fdic.gov/deposit). Further information can also be obtained by contacting the FDIC central call center at 877.ASK.FDIC or 877.275.3342. If you have any questions, please call or visit your nearest Savings Institute Bank & Trust or Berkshire Bank branch, and we will be pleased to assist you in maximizing FDIC coverage of your deposit accounts.

### **60. Does Berkshire Bank offer credit cards?**

Yes. Berkshire Bank offers personal and business credits cards, including rewards cards that earn points on every purchase, to pay down your balances on other credit cards faster or to save on interest. Whatever your needs, we have a credit card that's right for you (subject to credit approval).



### **61. What will happen to my current Savings Institute Bank & Trust credit card?**

Your Savings Institute Bank & Trust credit card will continue as normal until it is reissued at its expiration date. At that time, your credit card will be issued as a Berkshire Bank credit card.

### **62. Does Berkshire Bank offer life insurance?**

Yes. As a Berkshire Bank customer, you now have access to Berkshire Insurance Group\*, a Berkshire Bank affiliate, for all your personal and business insurance needs, including life insurance as well as home, auto, property among others. For Connecticut customers, we have partnered with Hanover Insurance to offer the Berkshire Advantage, which includes special discounts and added protection.

We invite you to experience the Berkshire Insurance Group\* difference to save you time and money. Contact us at 866.636.0244 for a no-obligation insurance review to take advantage of this opportunity.

### **63. What will happen to my current life insurance that I purchased through Savings Institute Bank & Trust's partnership with Vantis Life?**

For any questions regarding your Vantis Life insurance policy, please contact Vantis Life directly at 866.826.8471 or by visiting [vantislife.com](http://vantislife.com). Keep in mind, Berkshire Insurance Group\* offers competitive insurance solutions to help you reach your goals. We'd appreciate the chance to review your current life insurance and other insurance needs. For a no-obligation review, contact us at 866.636.0244.

### **64. Does Berkshire Bank offer mortgages, investments, private banking, and wealth management services?**

Yes. Our teams of exemplary professionals have a proven track record of excellence in client service - dedicated to your unique needs and personal philosophy.

- For more information on mortgages, refinances, or construction loans, please contact Gene Michael Deary, SVP Home Lending at 860.208.8763 or [GDeary@berkshirebank.com](mailto:GDeary@berkshirebank.com)
- For more information on investment services\*\*, contact Kevin O'Donnell, VP, Berkshire Banc Investments, at 413.236.3166 or [kevinodonnell@cfmail.com](mailto:kevinodonnell@cfmail.com)
- For more information on private banking services, contact Susan DiPinto, SVP, at 508.375.5919 or [sdipinto@berkshirebank.com](mailto:sdipinto@berkshirebank.com)
- For more information on wealth management\* services, contact Donald Bisson, VP Senior Wealth Portfolio Manager at 617.807.8187 ext. 131964 or [DBisson@berkshirebank.com](mailto:DBisson@berkshirebank.com)

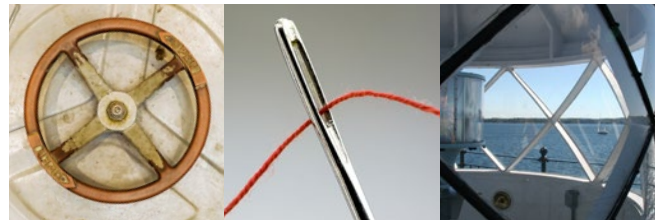
## **We're Here for You**

**If you have any questions, please don't hesitate to visit your local branch or contact our Customer Service Center at 800.423.0142. For the most up to date information regarding the merger, and a chance to win an iPad and cash prizes, please visit: [www.berkshirebank.com/welcome-SI](http://www.berkshirebank.com/welcome-SI).**

\*Insurance products are provided by Berkshire Insurance Group, Inc., a Berkshire Bank affiliate, and in New York by Berkshire Insurance Agency, a registered trade name for Berkshire Insurance Group, Inc., a Berkshire Bank affiliate: Insurance and investment products are NOT FDIC-INSURED, are NOT A BANK DEPOSIT, NOT GUARANTEED BY THE BANK, NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY and MAY LOSE VALUE.

\*\*Securities offered through Commonwealth Financial Network®, Member FINRA/SIPC. Investments are Not FDIC Insured, Have No Bank Guarantee, and May Lose Value.





## Quick Guide to your CD Accounts

### Certificates of Deposit

**If you have one of the following CONSUMER or BUSINESS Certificate of Deposit (CD) accounts with Savings Institute Bank & Trust:**

Berkshire will not change your Savings Institute Bank & Trust CD rate or account term until maturity. This account will automatically renew at maturity unless we are instructed by you or unless you are notified by the bank. Notification will be sent to you in writing prior to the maturity of your account. You will have a grace period of 10 calendar days after maturity to renew the account, withdraw the funds, or transfer to another account without penalty. If either you or we prevent maturity renewal, interest will not accrue after final maturity. Each renewal term will be the same as the term and maturity date disclosed on the Pre-Maturity Notice.

**When your CD matures, your CD will renew into the following Berkshire Bank CD:**

<b>CURRENT</b> Savings Institute Bank & Trust Product/ Existing Term	<b>NEW</b> Berkshire Bank Product/ Term Renewal
3 Month CD .....	3 Month CD
6 Month CD .....	6 Month CD
Access CD.....	6 Month CD
10 Month CD.....	1 Year CD
1 Year CD .....	1 Year CD
13 Month CD.....	1 Year CD
14 Month CD.....	1 Year CD
16 Month CD.....	2 Year CD
17 Month Access CD .....	2 Year CD
17 Month CD.....	2 Year CD
18 Month CD.....	2 Year CD
20 Month CD.....	2 Year CD
22 Month CD.....	2 Year CD
2 Year CD .....	2 Year CD
27 Month CD.....	2 Year CD
30 Month CD.....	2 ½ Year CD
33 Month CD.....	2 ½ Year CD
35 Month CD.....	3 Year CD
3 Year CD .....	3 Year CD
4 Year CD .....	4 Year CD
5 Year CD .....	5 Year CD
6 Year CD .....	6 Year CD



# Quick Guide to your Personal Accounts

## Personal Checking

### If you have one of the following PERSONAL checking accounts with Savings Institute Bank & Trust:

Free Checking      Wicked Smart Checking      Transaction Account

#### Your new Berkshire Bank account will be:

##### Free Checking

Account Features:

- Minimum balance to open: \$10
- No monthly maintenance fee regardless of balance maintained
- Free Berkshire Bank debit card
- Free Online Banking/eStatements with free check images included
- Unlimited check writing

+ No Foreign ATM fees if you were in the Wicked Smart Checking product. Your surcharge (non-Berkshire Bank ATM fee) will not be waived. Please see Terms and Conditions of your account for further details.  
Images returned with paper statement: \$3.50 per month.

### If you have one of the following PERSONAL checking accounts with Savings Institute Bank & Trust:

##### Flex Checking

#### Your new Berkshire Bank account will be:

##### GPS Checking

Account Features:

- Minimum balance to open: \$10
- No monthly maintenance fee regardless of balance maintained
- No ATM fees and surcharge credits+ when qualifications are met:
  1. Use your Berkshire Bank debit card for a minimum of 15 purchases. Qualifying transactions are measured for items posted to your account for the monthly period beginning the first business day of the statement cycle through the last business day of the statement cycle; and
  2. Utilize eStatements.
- Free Berkshire Bank debit card
- Free Online Banking/eStatements with free check images included

+ Your surcharge (non-Berkshire Bank ATM fee) credits may be reportable to the IRS on Form 1099-MISC.  
Please see Terms and Conditions of your account for further details.  
Images returned with paper statement: \$3.50 per month.

### If you have one of the following PERSONAL checking accounts with Savings Institute Bank & Trust:

Direct Express Checking      VIP Interest Checking      High Value Checking      Value Checking

#### Your new Berkshire Bank account will be:

##### NOW Checking †

Account Features:

- Interest bearing account
- Minimum balance to open: \$10
- Monthly maintenance fee of \$7\* if your balance falls below \$750 any day of the statement cycle
- You must maintain \$10 in the account each day to obtain the disclosed annual percentage yield
- Free Berkshire Bank debit card
- Free Online Banking/eStatements with free check images included
- Unlimited check writing

\*Monthly maintenance fee will be waived for three statement cycles.  
Please see Terms and Conditions of your account for further details.  
Images returned with paper statement: \$3.50 per month.



## Personal Checking (continued)

**If you have one of the following PERSONAL checking accounts with Savings Institute Bank & Trust:**

**Fifty Plus Checking      50 Plus Free Interest Checking**

**Your new Berkshire Bank account will be:**

### **NOW Club 50 Checking ♦**

Account Features:

- Interest bearing account
- Minimum balance to open: \$10
- Monthly maintenance fee of \$5\* if your balance falls below \$500 any day of the statement cycle
- You must maintain \$1,000 in the account each day to obtain the disclosed annual percentage yield
- Free Berkshire Bank debit card
- Free Online Banking/eStatements with free check images included
- Unlimited check writing

\*Monthly maintenance fee will be waived for three statement cycles. Please see Terms and Conditions of your account for further details. Images returned with paper statement: \$3.50 per month.

**If you have one of the following PERSONAL checking accounts with Savings Institute Bank & Trust:**

**Choice Alliance Checking**

**Your new Berkshire Bank account will be:**

### **Alliance Checking †**

Account Features:

- Interest bearing account
- Minimum balance to open: \$10
- Monthly maintenance fee of \$10\* if your balance falls below \$1,000 any day of the statement cycle
- You must maintain \$500 in the account each day to obtain the disclosed annual percentage yield
- Free Berkshire Bank debit card
- Free Online Banking/eStatements with free check images included
- Unlimited check writing
- Free basic style checks

+No Foreign ATM fees. Your surcharge (non-Berkshire Bank ATM fee) will not be waived. \*Monthly maintenance fee will be waived for three statement cycles. Please see Terms and Conditions of your account for further details. Images returned with paper statement: \$3.50 per month.



## Personal Money Market

**If you have one of the following PERSONAL money market accounts with Savings Institute Bank & Trust:**

**Money Market Statement Savings    Money Market Special    Premier Choice Money Market    Prestige Money Market**

**Your new Berkshire Bank account will be:**

### Money Market ♦

Account Features:

- Interest bearing account
- Minimum balance to open: \$1,000
- Monthly maintenance fee of \$5\* if your balance falls below \$1,000 any day of the monthly calendar period
- You must maintain \$10 in the account each day to obtain the disclosed annual percentage yield
- Can be linked to a personal checking account to cover overdraft items

\*Monthly maintenance fee will be waived for three calendar months.

Please see Terms and Conditions of your account for further details.

Images returned with paper statement: \$3.50 per month.

You will get a quarterly account statement from us for your Money Market account unless there are electronic transactions, then you will receive it monthly.

**If you have one of the following PERSONAL money market accounts with Savings Institute Bank & Trust:**

**Savvy Money Market    Smart Money Market**

**Your new Berkshire Bank account will be:**

### Premium Money Market ♦

Account Features:

- Interest bearing account that has a blended rate, depending on the balance in your account
- Minimum balance to open: \$1,000
- Monthly maintenance fee of \$5\* if your balance falls below \$1,000 any day of the monthly calendar period
- You must maintain \$10 in the account each day to obtain the disclosed annual percentage yield
- Can be linked to a personal checking account to cover overdraft items

\*Monthly maintenance fee will be waived for three calendar months.

Please see Terms and Conditions of your account for further details.

Images returned with paper statement: \$3.50 per month.

You will get a quarterly account statement from us for your Money Market account unless there are electronic transactions, then you will receive it monthly.

## Personal Savings

**If you have one of the following PERSONAL saving accounts with Savings Institute Bank & Trust:**

**Statement Savings**

**Your new Berkshire Bank account will be:**

### Statement Savings †

Account Features:

- Interest bearing account
- Minimum balance to open: \$10
- Monthly maintenance fee of \$5\* if your balance falls below \$250 any day of the monthly calendar period
- You must maintain \$10 in the account each day to obtain the disclosed annual percentage yield
- Free Berkshire Bank ATM/debit card
- Free Online Banking/eStatements
- Can be linked to a personal checking account to cover overdraft items

\*Monthly maintenance fee will be waived for three calendar months.

Please see Terms and Conditions of your account for further details.

You will get a quarterly account statement from us for your statement savings account unless there are electronic transactions, then you will receive it monthly.



## Personal Savings (continued)

### If you have one of the following PERSONAL saving accounts with Savings Institute Bank & Trust:

#### Tenant Security Deposit Account

#### Your new Berkshire Bank account will be:

#### Tenant Security Deposit Account †

##### Account Features:

- Interest bearing account
- Minimum balance to open: \$10
- You must maintain \$10 in the account each day to obtain the disclosed annual percentage yield
- No preauthorized, telephone transfer or partial withdrawals permitted

The interest rate for this account is tied to the deposit index as determined by the CT Banking Commissioner. Please see Terms and Conditions of your account for further details.

You will get a quarterly account statement from us for your Tenant Security Deposit account.

### If you have one of the following PERSONAL saving accounts with Savings Institute Bank & Trust:

#### Christmas Club Savings      All Purpose Club Savings

#### Your new Berkshire Bank account will be:

#### Club Savings †

##### Account Features:

- Interest bearing account
- Minimum balance to open: \$10
- A check will be issued for the funds at payout
- No preauthorized, telephone transfer or partial withdrawals permitted

Please see Terms and Conditions of your account for further details.

You will get a quarterly account statement from us for your club savings account.

The combined statement option is not available for this product.

#### † Note regarding interest bearing accounts:

- Your interest rate and annual percentage yield may change.
- We may change the interest rate on your account at any time.
- At our discretion, we may change the rate on your account.
- Interest will compound every month and interest will be credited to your account every month.
- Interest begins to accrue on the business day you deposit non-cash items (for example, checks).
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Transfers from a savings account to another account or to third parties by preauthorized, automatic, online banking, telephone transfer, check, draft, debit card, or similar order to third parties are limited to six per monthly statement period. An excess transaction fee may be charged for each transaction in excess of the transaction limitations. See separate Common Features Fee Schedule. If you exceed the limitations three times in a rolling twelve month period, we will contact you and convert your account to an account without transaction limitations. Statement saving accounts will be changed to a Free checking account, and your account will no longer earn interest.

#### ◆ Note regarding interest bearing accounts:

- The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.
- We may change the interest rate on your account at any time.
- At our discretion, we may change the rate on your account.
- Interest will compound every month and interest will be credited to your account every month.
- Interest begins to accrue on the business day you deposit non-cash items (for example, checks).
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Transfers from a money market account to another account or to third parties by preauthorized, automatic, online banking, telephone transfer, check, draft, debit card, or similar order to third parties are limited to six per monthly statement period. An excess transaction fee may be charged for each transaction in excess of the transaction limitations. See separate Common Features Fee Schedule. If you exceed the limitations three times in a rolling twelve month period, we will contact you and convert your account to an account without transaction limitations. Money market accounts will be changed to a NOW checking account. You may receive a lower interest rate and your maintenance service charge will change.

# Quick Guide to Your Business Accounts

## Business Checking

**Note to Municipalities:** *If your account is in a checking account type, your account will be changed to a **Municipal Checking**.*

**If you have one of the following BUSINESS checking accounts with Savings Institute Bank & Trust:**

Business Checking (non-interest bearing)	Free Business Checking
Business Relationship Checking 1	Business Relationship Checking 2

**Your new Berkshire Bank account will be:**

**Business Checking 500**

Account Features:

- Minimum balance to open: \$10
- No monthly maintenance fee regardless of balance maintained
- \$.35/Item\* fee charged if over the 500 item limit. The 500 item allowance includes deposits, deposited items, withdrawals, checks processed against account, and ATM/Debit card deposits
- Free Berkshire Bank debit card

\*Item fee will be waived for three statement cycles.

**If you have one of the following BUSINESS checking accounts with Savings Institute Bank & Trust:**

Non-Profit Interest Checking	Good for Business Checking
Business Checking (interest bearing)	Interest in Business Checking

**Your new Berkshire Bank account will be:**

**Business NOW Checking**

Account Features:

- For Sole Proprietors or Non-Profits
- Minimum balance to open: \$10
- Monthly maintenance fee of \$7\* if your balance falls below \$750 any day of the monthly calendar period
- Free Berkshire Bank debit card
- Unlimited check writing

\*Monthly maintenance fee will be waived for three statement cycles.

**If you have one of the following BUSINESS checking accounts with Savings Institute Bank & Trust:**

Commercial Checking	Commercial Checking - An
Benefit Business Checking 1	Benefit Business Checking 2

**Your new Berkshire Bank account will be:**

**Corporate Checking**

Account Features:

- Monthly maintenance fees vary by region
  - o Each Deposit: \$0.75
  - o Each Deposited Item: \$0.15
  - o Each External ACH credit/debit: \$0.20
  - o Each Check Paid: \$0.25
  - o Deposit Premium: 0.0001000
- Earnings Credit Rate: Subject to change
- Account Analysis

\*Monthly maintenance fee will be waived for six statement cycles.

**If you have one of the following BUSINESS checking accounts with Savings Institute Bank & Trust:**

**Non-Profit Commercial Checking**

**Your new Berkshire Bank account will be:**

**Community Relations Checking**

Account Features:

- Minimum balance to open: \$10
- No monthly maintenance fee regardless of balance maintained.



## Business Checking (cont.)

**If you have one of the following BUSINESS checking accounts with Savings Institute Bank & Trust:**

IOLTA- CT Bar Foundation      IOLTA-RI Bar Foundation

**Your new Berkshire Bank account will be:**

**IOLTA CT Checking, IOLTA RI Checking**

Account Features:

- Interest bearing account
- Minimum balance to open: \$10
- You must maintain \$10 in the account each day to obtain the disclosed annual percentage yield
- No monthly maintenance fee regardless of balance maintained

**If you have one of the following BUSINESS checking accounts with Savings Institute Bank & Trust:**

IOREBTA

**Your new Berkshire Bank account will be:**

**IRETA CT**

Account Features:

- Interest bearing account
- Minimum balance to open: \$10
- You must maintain \$10 in the account each day to obtain the disclosed annual percentage yield
- No monthly maintenance fee regardless of balance maintained

## Business Money Market

**Note to Municipalities:** *If your account is in a money market account type, your account will be changed to a **Municipal Money Market**.*

**If you have one of the following BUSINESS money market accounts with Savings Institute Bank & Trust:**

Advantage Business Money Market      Money Market Statement Savings  
 Loop Money Market for Business      Money Market Special

**Your new Berkshire Bank account will be:**

**Business Money Market**

Account Features:

- Interest bearing account
- Minimum balance to open: \$1,000
- Monthly maintenance fee of \$6\* if your balance falls below \$1,000 any day of the monthly calendar period
- You must maintain \$1,000 in the account each day to obtain the disclosed annual percentage yield
- Can be linked to a business checking account to cover overdraft items

\*Monthly maintenance fee will be waived for three calendar months.

## Business Savings

**Note to Municipalities:** *If your account is in a savings account type, your account will be changed to a **Municipal Savings**.*

**If you have one of the following BUSINESS saving accounts with Savings Institute Bank & Trust:**

Statement Savings

**Your new Berkshire Bank account will be:**

**Business Statement Savings**

Account Features:

- Interest bearing account
- Minimum balance to open: \$10
- Monthly maintenance fee of \$5\* if your balance falls below \$250 any day of the monthly calendar period
- You must maintain \$10 in the account each day to obtain the disclosed annual percentage yield

\*Monthly maintenance fee will be waived for three calendar months.

# Terms & Conditions, General Policies & Disclosures

Important information about procedures for opening a new account

## Terms & Conditions of Your Account

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The branch at which your account is located is the branch where you opened your account, regardless of which branch(es) you use to conduct business on a regular basis.

Here's how we determine in which state your account is located:

- ◆ If you opened your account in person, your account is located in the state where you opened it;
- ◆ If you opened your account online or by other remote means, and you reside in a state where we have a branch office at the time your account is opened, it is located in that state; but if you reside in a state where we do not have a branch office at the time your account is opened, your account will be located in Massachusetts.

The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here.

The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in New Jersey"), it means that the provision in that section is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or



not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, we ask that you provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If we discover a discrepancy in any deposit, we will review the deposit and adhere to the following: Any discrepancies that would create a credit to your account will be reconciled regardless of the dollar amount. Any discrepancies that would create a debit to your account will be reconciled if difference is \$1.00 or more. We will adjust your account by issuing a debit or credit to resolve the difference. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

#### **WITHDRAWALS**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**Cashing of checks** - Typically, the Bank will cash checks drawn on other banks for its customers who have adequate available funds in their Account(s). If any such check should be returned by the paying bank for any reason (Deposit Return Item (DRI)), the Bank will charge you a fee (see Common Features Fee Schedule). In addition, the Bank will debit the amount of the returned check from your Account(s). If the debit creates an overdraft in your Account, you will owe us the amount of the overdraft plus any overdraft fees (see Common Features Fee Schedule).

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three business days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF)

transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) we assess our overdraft fee, but we do not charge the overdraft fee if the transaction is less than the amount outlined in our Common Features Fee Schedule.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three business days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee according to our overdraft fee policy. You will be charged this fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. The available balance is the amount of funds you can use for withdrawal from your account without causing an overdraft. If an item is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The order in which you make withdrawals from your account may not be the same as the order in which those transactions are posted. For example, when you write a check to pay a merchant, the merchant may not present the check

to us for payment until several days later. Sometimes funds in your account are not available to cover your checks and other items, and it may appear that you have enough funds in your account to cover a debit but still get an overdraft fee on the debit. This can occur when your account balance included funds that were not available at the time we processed the debit. Funds subject to a hold, dispute or legal process are not available funds. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**FOREIGN CURRENCY AND INTERNATIONAL WIRE TRANSFERS** - (a) Actual credit to your account for deposits of, or amounts payable to your account in, foreign currency will be made in U.S. dollars at our exchange rate for the applicable foreign currency in effect on the date of final collection of funds, and (b) actual debits to your account for withdrawals of, or amounts payable from your account in, foreign currency will be made in U.S. dollars at our exchange rate for the applicable foreign currency in effect on the date you initiate the debit transaction. Our exchange rate for such foreign currency transactions, including those made by wire, may include a spread or markup as compensation to us for services provided in connection with such transactions and we may earn revenue on the exchange.

**In Connecticut, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not as Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Revocable Trust Account** - If you create such an account, the beneficiary cannot withdraw unless: (1) the person creating the account dies, and (2) the beneficiary is then living. The person creating this account reserves the right to: (1) change the beneficiary, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**In Rhode Island, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Revocable Trust Account** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the govern-

ing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from savings and money market accounts to another account or to third parties, to a maximum of six per monthly period (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**TRANSFER LIMITATIONS** - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any monthly period. A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii)

upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

**CHECKING ACCOUNT ORGANIZATION** - All Berkshire Bank checking accounts consist of a checking sub-account and a savings sub-account. The Bank may periodically transfer funds between these two sub-accounts. If your account is a plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and

report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have

demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

Your account is also pledged as security for the debts of any of you, even prior to default of any debts to us.

**AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**PAYMENT ORDER OF ITEMS** - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When a transaction is "posted," the dollar value of that transaction is added to or subtracted from the balance of your account. For example, POS (Point of Sale) debit card transactions reduce your available balance at the time you authorize your purchase. Overdraft fees (if applicable) are assessed on POS debit card transactions at the time a POS becomes final, which in some cases may take several

days. If your account does not have a sufficient available balance, the posting order can impact the number of overdraft fees you incur. When we process multiple transactions in a single business day, we may post items in any order. We generally group transactions in categories by type of transaction and post in the order they are presented (time stamped).

The following are the most common categories and types:

- ◆ Deposits that have become available to you post first;
- ◆ We then may charge for any debt owed to us. In most cases, fees related to transactions would be assessed the day of the transaction and would be deducted from the available balance after the transaction is completed;
- ◆ We pay Debit items in the following order:
  - ◆ Wire transfers, ATM and POS debit card transactions, in-person withdrawals and checks cashed at a Berkshire Bank branch, internal transfers to other Berkshire Bank accounts, payments and transfers initiated via Online Banking, and returned deposited items;
  - ◆ ACH debits that you have preauthorized then post lowest to highest dollar amount;
  - ◆ Checks not presented in-person at a Berkshire Bank branch post lowest to highest dollar amount;
- ◆ We then typically assess any Overdraft Fee, NSF Return Item Fee (Insufficient Funds), UAF Overdraft Fee (Uncollected/Unavailable Funds Fee) on the day the debit caused the overdraft or returned item. **More than one overdraft fee may be charged against the account per day, not to exceed 5 per day.** Continuous OD (overdraft) fees are assessed on the fifth business day that the balance has been overdrawn. The fee would be deducted from the available balance at that time.
- ◆ Service Charges that will be assessed at the end of your statement cycle may include a Monthly Maintenance Service Charge, Below Minimum Balance Maintenance Fee, Returned Mail Fee or Regulation D Violation Fee (If applicable).

We may give preference to any fees, charges, checks, debits or other items payable to us. However, if for some reason we must manually post your payments, items presented for payment may be paid in an order we select. If you are expecting a credit to your account by ACH, you should not schedule a debit to occur on the same day as your ACH credit may not be received until after your debit, resulting in an overdraft. For example, an ACH withdrawal transaction may be held for up to two business days before it posts to your account. We may change our posting order at any time, but we will notify you if such a change may affect you adversely. On your account statement we do not necessarily report debits and credits in the order that we posted them to your account. If an item is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient available funds and incurring the resulting fees.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES (Business Accounts)** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS (Business Accounts)** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created

check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE (Business Accounts)**

- Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary

care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. When required, we will first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- ◆ Your consent is limited to this account, and as authorized by applicable law and regulations.
- ◆ Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require

concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)**

- We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**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 and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a 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 payment, 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. Credit entries may be made by ACH. If we receive a payment order to credit 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.

**FUNDS TRANSFERS (Business Accounts)** - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

**Funds transfer** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

**Authorized account** - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff time** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Identifying number** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.



**Record of oral or telephone orders** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**Notice of credit** - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional credit** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

**Refund of credit** - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**Amendment of funds transfer agreement** - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**Cancellation or amendment of payment order** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

**Limit on liability** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous execution** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Objection to payment** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You

must notify us at once if you suspect that your facsimile signature is being or has been misused.

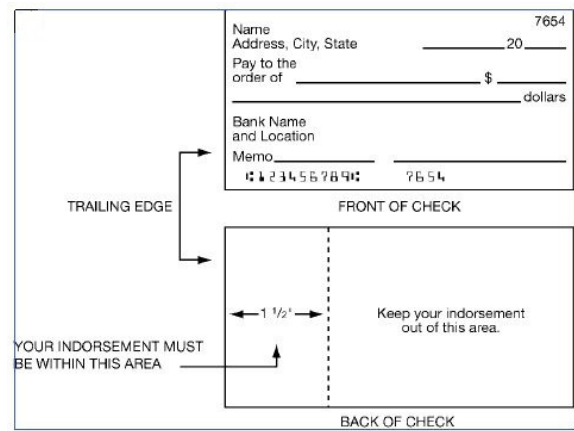
**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.

It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.



These indorsement guidelines apply to both personal and business checks.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**CHECK STORAGE AND COPIES** - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

## ELECTRONIC FUND TRANSFERS

### YOUR RIGHTS AND RESPONSIBILITIES

#### (Consumer Accounts)

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- ◆ **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, statement savings, passbook savings, or money market account(s).
- ◆ **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, statement savings, passbook savings or money market account(s).

- ◆ **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- ◆ **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

**Telephone Transfers - types of transfers** - You may access your account by telephone 24 hours a day toll free at 1-888.685.8300 using your personal identification number (PIN), a touch tone phone, your account number, and your Social Security Number, to:

- ◆ transfer funds from/to checking, statement savings, money market accounts, or home equity lines of credit.
- ◆ make payments from checking, statement savings, or money market accounts to loan accounts with us.
- ◆ get information about:
  - the account balance, recent deposit and withdrawals from checking, statement savings, or money market accounts.
  - CD balance, rate, term, maturity date, and interest.
  - activate Berkshire Bank ATM and Debit Card and/or change PIN.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

**ATM Transfers - types of transfers, dollar limitations, and charges** - You may access your account(s) by ATM using your Berkshire Bank ATM or Debit Card and your personal identification number (PIN), to:

- ◆ make deposits to checking, statement savings, or money market accounts.
- ◆ make cash withdrawals from checking, statement savings, or money market accounts.
  - if you have a Berkshire Bank ATM Card, you may withdraw no more than \$500.00 per day or your pre-approved limit.
  - if you have a Berkshire Bank Health Savings Account Debit Card, you may withdraw no more than \$400.00 per day or your pre-approved limit.
  - if you have a Berkshire Bank or Royalty Club Debit Card, you may withdraw no more than \$1,000.00 per day or your pre-approved limit.
  - if you have a Berkshire Bank Private Banking Card, you may withdraw no more than \$1,000.00 per day or your pre-approved limit.
- ◆ if you have a Berkshire Bank Teen Checking Debit Card, you may withdraw no more than \$100.00 per day or your pre-approved limit. There is a charge of \$2.50 for each withdrawal you make at an ATM other than our own.

- ◆ transfer funds from/to checking, statement savings, or money market accounts.
- ◆ get information about the account balance of your checking, statement savings, or money market accounts.
  - there is a charge of \$2.50 for each inquiry you make at an ATM other than our own.

Some of these services may not be available at all terminals. Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

**Types of Berkshire Bank Debit Card Point-of-Sale Transactions -**

You may access your checking or money market accounts to purchase goods (in person or otherwise), pay for services (in person or otherwise), get cash from a merchant or from a participating financial institution (if permitted), and do anything that you can do with a credit card that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your Berkshire Bank ATM or Debit Card:

- ◆ using your ATM card, you may not exceed \$500.00 in transactions per day or your pre-approved limit.
- ◆ using your Berkshire Bank Health Savings Account Debit Card, you may not exceed \$1,000.00 in transactions per day or your pre-approved limit.
- ◆ using your Berkshire Bank or Royalty Club Debit Card, you may not exceed \$3,000.00 in transactions per day or your pre-approved limit.
- ◆ using your Berkshire Bank Private Banking Debit Card, you may not exceed \$10,000.00 in transactions per day or your pre-approved limit.
- ◆ using your Berkshire Bank Teen Checking Debit Card, you may not exceed \$250.00 in transactions per day or your pre-approved limit.
- ◆ a merchant may initiate a POS transaction called an Account to Account payment for goods or services. These payments may not exceed \$1,000.00 or your pre-approved limit.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

**Currency Conversion and Cross-Border Transaction Fees.** If you initiate a transaction with your Berkshire Bank Debit Card in a currency other than US Dollars, Mastercard® will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee

of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**Advisory Against Illegal Use. (Business Accounts)** You agree not to use your card(s) for illegal gambling or any other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Please see your debit card application for additional information relating to the use of your Berkshire Bank debit card.

**Online Banking Computer Transfers - types of transfers and dollar limitations** - You may access your accounts by computer or mobile device 24 hours a day at [www.berkshirebank.com](http://www.berkshirebank.com) with your User ID and password, to:

- ◆ transfer funds from/to checking, statement savings, or money market accounts, or to third parties.
- ◆ make loan payments from checking, statement savings, or money market accounts.
- ◆ get information about:
  - the account balance of checking, statement savings, passbook savings, money market, or certificate accounts.
  - activity for checking, statement savings, passbook savings, money market, or certificate accounts.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- ◆ Transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone, or Online Banking transfer or by check, draft, debit card or similar order to third parties are limited to six per monthly period.
- ◆ Transfers from a statement savings or passbook savings account to another account or to third parties by preauthorized, automatic, telephone, or Online Banking transfer or by debit card or similar order to third parties are limited to six per monthly period.

**Automatic Billing Updater.** We utilize the Mastercard Automatic Billing Updater (ABU) program which makes updating your card details completely seamless for you. This program is used by participating merchants to ensure that they have the most up to date card information by automatically updating stored card information such as new card numbers and expiration dates to process your recurring payment and "card on file" account transactions. By automatically maintaining the accuracy of your card data, Mastercard ABU helps prevent disruptions in merchant services due to account changes.

To Opt-out of this service, contact the Call Center at 1.800.773.5601.

## FEES

- ◆ We do not charge for direct deposits to any type of account.
- ◆ Please refer to Common Features Fee Schedule for additional information about fees.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

## DOCUMENTATION

- ◆ **Terminal transfers.** You can get a receipt for most transactions at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- ◆ **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money.
- ◆ **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1.800.773.5601 or at 1.888.685.8300 to find out whether or not the deposit has been made.
- ◆ **Periodic statements.** You will get a monthly account statement from us for your checking accounts.

You will get a quarterly account statement from us for your statement savings and money market accounts unless there are electronic transactions in a particular month, then you will receive it monthly. In any case, you will get a statement at least quarterly.

For passbook accounts, we only allow preauthorized credits to this account. You may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook.

## PREAUTHORIZED PAYMENTS

- ◆ **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate Common Features Fee Schedule for the amount we will charge you for each stop-payment order you request.

- ◆ **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- ◆ **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) by your written authorization.

## UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

- ◆ **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of minimizing your

possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

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

- ◆ *Additional Limits on Liability for Berkshire Bank or Royalty Club Debit Card.* You will not be liable for any unauthorized transactions using your Berkshire Bank or Royalty Club Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

- (b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission. To report a lost or stolen ATM/Debit Card during non-banking hours, please contact our ATM/Debit Card Service Provider at 1.888.849.6046.

#### **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business

days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

BERKSHIRE BANK  
ATTN: ELECTRONIC BANKING  
P.O. BOX 1308  
PITTSFIELD, MASSACHUSETTS 01202-1308

Business Hours: Monday through Friday 7:00 A.M. - 7:00 P.M. EST  
Saturday 8:30 A.M. - 2:00 P.M. EST  
Excluding Federal Holidays  
Phone: 1.800.773.5601

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

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#### **YOUR ABILITY TO WITHDRAW FUNDS**

##### **This policy statement applies to all deposit accounts**

Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. Funds from the deposit of cash and electronic direct deposits will be available on the business day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. Deposits of cash and/or checks made at an ATM will be available to you on the first business day after the business day we receive your deposit. External Transfer deposits done via Online Banking will be available to the customer on the second business day after the deposit request is initiated.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and Federal holidays. If you make a deposit at our teller line before closing (or before 5:00 P.M. EST at one of our ATMs or using our Mobile Banking product) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing (or after 5:00 P.M. EST at one of our ATMs or using our Mobile Banking product) or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If you initiate

a deposit before 7:00 P.M. EST on a business day the bank is open using our Online Banking product or our telephone banking service, we will consider that day to be the day of your deposit. However, if you make a deposit after these cut off times or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

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

#### **LONGER DELAYS MAY APPLY**

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day after the business day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

**Safeguard exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

#### **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 incoming External Transfers done via the Bank's Online Banking service will be available on the 5th business day after the deposit was initiated. Funds from deposits of cash or wire transfers will be available immediately and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and Federal, State and local government checks will be available by 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 \$5,000 will be available by the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available by the ninth business day after the day of your deposit.

**Night Deposit Services (Business Accounts)** - The type of night deposit bags used, either plastic disposable or canvas zipper bags, along with the method of deposit, will determine when you receive credit to your account. All credits to your account under these methods will be subject to subsequent verification by us, and our final determination of the amount of your deposit will be binding when made in accordance with our normal procedures. The Bank may make adjustments to your account at any time we become aware of an exception. The portion of your deposit which consists of checks will be available in accordance with our Funds Availability Policy.

**Night Deposit and "Swift" Deposit Services (Business Accounts)** - If you use our night deposit or "Swift" deposit services, you agree to use a night deposit bag which has been approved by us and to prepare your deposit following our instructions. You also authorize us to open and process your night deposit bag in your absence and credit the amount to your account.

You will not receive credit for the contents of a night deposit bag until we have opened the bag and verified the contents. The amount credited to your account, and any subsequent adjustments, will be based on our final count of the various items in your deposit. Any unacceptable items in your deposit will be returned to you.

If you make a deposit through one of our night depositories, using either a canvas zipper bag or a "Swift" deposit bag, and if it has been prearranged with you, we will provide a receipt for the amount of your deposit at the branch where the night depository is located. To be processed in that morning's work, deposits placed in a night depository must be received one hour prior to the Bank's opening. Please refer to your branch's operating hours. Any deposit received after the cut-off will be processed on the next business day after the day of receipt.

If you use one of our night depositories for safekeeping purposes only, you agree to pick up the bag, unopened, on the next business day. If the bag has not been claimed within five business days after receipt, we may forcibly open the bag, remove the deposit items, and credit them to your account. If the Bank is forced to open the bag, we retain the right to debit your account for the cost of replacing the bag if you request a replacement.

Berkshire Bank shall not be responsible for any loss of or damage to

deposits from the time they are dropped into the night depository until they are removed from the vault on the next business day. We retain the right to close the night depository at any time in the event of an emergency or needed repair. You agree to use care in opening and closing the night depository.

#### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- (1) Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- (2) Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- (3) Compare your records with the account statements or account histories that you receive.
- (4) Don't lend your ATM card to anyone.
- (5) Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- (6) If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- (7) Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- (8) Prevent others from seeing you enter your PIN by using your body to shield their view.
- (9) Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- (10) When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.

- (11) If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- (12) Please be sure to close any entry door completely upon entering and exiting the ATM or night depository facility. Do not permit any unknown persons to enter the facility after regular banking hours.
- (13) Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- (14) At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- (15) We want the ATM and night deposit facility to be safe and convenient for you. The activity of the automated teller machine facility may be recorded by a surveillance camera or cameras. Please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to the operator of the facility and the local law enforcement officials immediately.

#### **CHECK 21**

Berkshire Bank will not accept a substitute check that was created by a person that is not a bank unless there is a prior written agreement.

Rev. 2/19

# COURTESY PAY<sup>SM</sup> DISCLOSURE – A Discretionary Overdraft Service

**Berkshire Bank** (“we, us or our”) offers the Courtesy Pay<sup>SM</sup> service. It is our policy to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards. If your account qualifies for Courtesy Pay<sup>SM</sup>, we will consider, without obligation on our part, paying items for which your account has insufficient or unavailable funds, instead of automatically returning those items unpaid. This document explains how Courtesy Pay<sup>SM</sup> operates.

**We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds.**

**WITHDRAWAL INFORMATION:** Berkshire Bank uses the available balance when we process transactions to your account. The available balance is the amount of funds you can use for withdrawal from your account without causing an overdraft. It includes all cleared and all known pending (not yet cleared) card or other debit transactions and any holds on your balance which could include funds held to comply with court orders or other legal obligations. Funds subject to a hold, dispute or legal process are not available funds. When a transaction is “posted,” the dollar value of that transaction is added to or subtracted from the balance of your account. The order in which you make withdrawals from your account may not be the same as the order in which those transactions are posted. Please see the following examples of how this can occur:

- Checks

When you write a check to pay a merchant, the merchant may not present the check to us for payment until several days later. Sometimes funds in your account are not available to cover your checks and other items, and it may appear that you have enough funds in your account to cover a debit but still get an overdraft fee on the debit. This can occur when your account balance included funds that were not available at the time we processed the debit.

- Debit Card Point of Sale (POS), ATM Card or other Electronic Withdrawals

These withdrawal transactions reduce your available balance at the time you authorize your purchase. Overdraft fees (if applicable) are assessed on these debit transactions at the time the payment becomes final, which in some cases may take several days. If your account does not have a sufficient available balance, the posting order can impact the number of overdraft fees you incur. Merchants may request a temporary authorization hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This authorization hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three business days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the authorization hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the authorized hold amount, that transaction will be an insufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had

been equal to the amount of your purchase.

Here is an example of how this can occur – assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$37 per overdraft. We do not charge the overdraft fee if the transaction is less than \$4.49. You have \$140 in your account. You are at a gas station and use your debit card at the card reader on a gasoline pump. At this point the final cost is not determined and the gas station’s processing system immediately requests an authorization hold on your account for a specific amount, for example, \$100. Our processing system then authorizes a temporary authorization hold on your account in the amount of \$100, and the gas station’s processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$140 - \$100 = \$40$ ) even though you would have \$90 in your account available for other transactions if the amount of the temporary authorization hold was equal to the amount of your purchase ( $\$140 - \$50 = \$90$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$80 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of electronic payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three business days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$40, your account will be assessed the overdraft fee of \$37 according to our overdraft fee policy. You will be charged this \$37 fee according to our policy even though you would have had enough money in your account to cover the \$80 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary authorization hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**PAYMENT ORDER OF ITEMS:** When we process multiple transactions in a single business day, we may post items in any order. We generally group transactions in categories by type of transaction and post in the order they are presented (time stamped). The following are the most common categories and types:

- Deposits that have become available to you post first;
- We then may charge for any debt owed to us. In most cases, fees related to transactions would be assessed the day of the transaction and would be deducted from the available balance after the transaction is completed. You will not be charged an overdraft fee on items presented to us that are less than \$4.49;
- We pay Debit items in the following order:
  - Wire transfers, ATM and POS debit card transactions, in-person withdrawals and checks cashed at a Berkshire Bank branch, internal transfers to other Berkshire Bank accounts, payments and transfers initiated via Online Banking, and returned deposited items;



- ACH debits that you have preauthorized then post lowest to highest dollar amount;
- Checks not presented in-person at a Berkshire Bank branch post lowest to highest dollar amount;
- We then typically assess any Overdraft Fee, NSF Return Item Fee (Insufficient Funds), UAF Overdraft Fee (Uncollected/Unavailable Funds Fee) on the day the debit caused the overdraft or returned item. More than one overdraft fee may be charged against the account per day, not to exceed 5 per day. Continuous OD (overdraft) fees are assessed on the fifth business day that the balance has been overdrawn. The fee would be deducted from the available balance at that time;
- Service Charges that will be assessed at the end of your statement cycle may include a Monthly Maintenance Service Charge, Below Minimum Balance Maintenance Fee, Returned Mail Fee or Regulation D Violation Fee (If applicable).

We may give preference to any fees, charges, checks, debits or other items payable to us. However, if for some reason we must manually post your payments, items presented for payment may be paid in an order we select. On your account statement we do not necessarily report debits and credits in the order that we posted them to your account. If an item is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). If we overdraw your account, you agree to repay us immediately, without notice or demand from us. See "Fee" section for the amount of the overdraft and NSF fees as well as the Common Features Fee Schedule for more information.

If you are expecting a credit to your account by ACH, you should not schedule a debit to occur on the same day as your ACH credit may not be received until after your debit, resulting in an overdraft. For example, an ACH withdrawal transaction may be held for up to two business days before it posts to your account. We may change our posting order at any time, but we will notify you if such a change may affect you adversely.

We encourage you to make careful records and practice good account management. This will help you to avoid writing checks without sufficient available funds and incurring the resulting fees.

**TRANSACTIONS THAT MAY QUALIFY FOR COURTESY PAY<sup>SM</sup>:**

An overdraft (negative) balance may result when you do not have enough money in your account to cover a transaction. Although there are many reasons why your account might become overdrawn, most overdrafts result from the following:

- a) You write a check, swipe your debit card or initiate an electronic funds transfer in an amount that exceeds the amount of funds available in your account;
- b) You deposit a check or other item into your account and the item is returned unpaid, which causes a negative balance in your account once your balance is reduced by the amount of the returned check;
- c) You have inadequate funds in your account when we assess a fee or service charge; or

- d) You initiate a transaction before funds deposited into your account are "available" or "finally paid" according to our Funds Availability Policy. For example, if you deposit a check into your account, the proceeds of that check may not be available to you for up to seven days after you deposit the check. If you do not have sufficient funds in your account— independent of the check—to cover the transaction, you will incur an overdraft.

When we determine that funds in your account are subject to a hold, dispute, or legal process, then these funds are not available to cover your checks and other items. Holds include deposit holds, holds related to cash withdrawals, and authorization holds we place on the account for debit card transactions. We may also treat as an insufficient funds item each fee that creates an overdraft and each deposited item returned to us unpaid that creates an overdraft. Checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday debit card transactions (if opted-in) initiated for payment against your checking account(s) may be processed by us using your assigned Courtesy Pay<sup>SM</sup> limit.

**HOWEVER** we will not include ATM, everyday non-recurring debit card and POS transactions within our Courtesy Pay<sup>SM</sup> service using your assigned Courtesy Pay<sup>SM</sup> limit unless you have opted-in to our overdraft service. **Everyday non-recurring** debit card transactions are typically purchases made with your debit card or debit card number for a one-time or day-to-day basis. For example, you use your debit card to purchase groceries, gas, or coffee in the morning. You may opt in by notifying one of our customer service representatives. Customers who do not opt in will have their everyday debit card and POS transactions declined if presented against an overdrawn account.

**CUSTOMER OPT-OUT:** Participation in Courtesy Pay<sup>SM</sup> is not mandatory. You may opt-out of the service any time by notifying one of our customer service representatives. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under Courtesy Pay<sup>SM</sup> without removing other items from the service. Simply inform us of your preference.

We retain full discretion to decline to pay any item under the Courtesy Pay<sup>SM</sup> service. This means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If we do not authorize and pay an overdraft, your transaction will be declined and we may assess Non-Sufficient Funds (NSF) fees on your account in accordance with your account agreement and the fee schedule in effect at the time of the overdraft.

**FEES:** We may deduct fees, overdrafts and other amounts you owe us from your accounts you have with Berkshire Bank. We may make these deductions at any time without prior notice to you or request from you. If there are not enough funds in your account to cover the amounts you owe us, we may overdraw your account. You agree to immediately pay all fees, overdrafts and other amounts you owe us. We may use funds that have been deposited to your account (including deposits of payroll and government benefits) to pay fees, overdrafts and other amounts you owe us. Sometimes you appear to have enough funds in your account to cover a debit but still get an overdraft fee on the debit. This can occur when your account balance included some funds that

were not available at the time we processed the debit. Funds subject to a hold, dispute or legal process are not available funds. For each overdraft we pay, we will charge the standard per item overdraft fee set forth in our Common Features Fee Schedule (currently **\$37.00**). In addition, a Continuous OD (Overdraft) Fee of **\$35.00** will be imposed every five (5) business days until you bring your account positive. This fee is applied to your account when it has been overdrawn for five (5) or more consecutive business days. A maximum of five (5) charges or **\$175** will be charged for each time period your account remains in a negative status. Other fees can lead to a negative balance, which can lead to additional fees. This fee is in addition to Overdraft Item and NSF Return Item fees that may apply to your account for each overdraft or returned item. You can avoid this fee by promptly covering your overdraft – deposit or transfer enough available funds to cover your overdraft, plus any fees we assessed, within the first 5 consecutive business days that your account is overdrawn.

**ACCOUNTS ELIGIBLE FOR COURTESY PAY<sup>SM</sup>:** Courtesy Pay<sup>SM</sup> is a discretionary service and is generally limited to a **\$750** overdraft (negative) balance for eligible personal checking accounts; or a **\$1,500** overdraft (negative) balance for eligible business checking accounts. In addition, you must be opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions. Please note that both per item and Continuous Overdraft Fees count toward your Courtesy Pay<sup>SM</sup> limit. We may in our sole discretion limit the number of accounts eligible for Courtesy Pay<sup>SM</sup> to one account per household or per taxpayer identification number. Further, Courtesy Pay<sup>SM</sup> is usually extended only to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics:

- a) The account has been open for at least thirty (30) days;
- b) The account has deposits totaling at least \$450 aggregate in the last 6 months;
- c) The account demonstrates consistent deposit activity; and
- d) The account is not subject to any legal or administrative order or levy, such as bankruptcy or tax lien.

We will not include unused Courtesy Pay<sup>SM</sup> amounts in the account balances we provide you on bank receipts, ATM screens, internet banking applications, and similar displays. We will notify you if we pay or return any insufficient or unavailable funds items on your account; however, we have no obligation to notify you before we pay or return any item. The amounts of any overdrafts, including our fees, are due and payable immediately or on demand.

**We may refuse to pay an overdraft for you at any time, even if your account is in good standing and even though we may have previously paid overdrafts for you. The amount of any overdrafts plus our overdraft fee(s) that you owe us shall be due and payable upon demand.**

**LIABILITY:** If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner presenting the item, creating the overdraft, shall be jointly and severally liable for such overdrafts *plus our Overdraft fee(s)*.

**ELIGIBLE ACCOUNT TYPES:** The account types that are eligible for the Courtesy Pay<sup>SM</sup> service are (A) Personal Checking (B) NowChecking (C) Business Checking

**OPTIONAL OVERDRAFT PROTECTION SERVICES:** You can avoid fees for overdrafts and declined or returned items by making sure that your account always contains sufficient available funds to cover all of your transactions. We offer services that you can use to help you manage your account and help you avoid overdrafts, such as Online/Mobile Banking and Account Alerts. You may apply for overdraft protection from Reddi-Cash (Berkshire Bank's personal line of credit product); you may have automatic transfers set up from your savings or money market account to your checking account (limit on the number of transfers per month will apply); or an established business line of credit account and/or funds transfer from a designated asset account. These plans can help you avoid overdrafts and declined or returned items. While fees apply when you use an Overdraft Protection plan, the fees under the plan may be less expensive than the fees for overdrafts and declined or returned items.

**IF YOU NEED HELP:** 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 one of our customer service representatives at 800.773.5601 or visit your local branch office.

**ALWAYS A DISCRETIONARY SERVICE:** Our Courtesy Pay<sup>SM</sup> Service **does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of ours or by us. This service represents a purely discretionary privilege or courtesy 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.**

REV. 9.1.2019

# Overdraft Opt-In Notice

## WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

### Overdraft Rules for Debit and ATM Cards

An **overdraft** occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. If we are presented with an item drawn against your account, we will pay the item based on your available balance. The available balance is the amount of funds you can use for withdrawal from your account without causing an overdraft. Debit card preauthorizations can reduce your account's available balance, which can result in overdraft fees if additional items are presented for payment.

We can cover your overdrafts in two different ways:

- (1) We have **standard overdraft practices** that come with your account (refer to Courtesy Pay Disclosure for details).
- (2) We also offer **overdraft protection plans**, such as a link to a savings account, or an overdraft line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our **standard overdraft practices**.

### What are the **standard overdraft practices** that come with my account?

We **do** authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do **not** authorize and pay overdrafts on the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we **do not guarantee** that we will always authorize and pay any type of transaction.

If we do **not** authorize and pay an overdraft, your transaction will be declined.

### What fees will I be charged if Berkshire Bank pays my overdraft?

Under our **standard overdraft practices**:

We will charge you a fee of up to **\$37.00** each time we pay an:

- Overdraft created by check, in-person, withdrawal, or other electronic means
- UAF (Uncollected/Unavailable Funds) Overdraft
  - We will charge a maximum of five (5) per item fees per day for consumer accounts
- In addition, a Continuous OD (Overdraft) Fee of **\$35.00** will be imposed every five (5) business days until you bring your account positive. This fee is applied to your account when it has been overdrawn for five (5) or more consecutive business days. A maximum of 5 charges or **\$175** will be charged for each time period your account remains in a negative status. Other fees can lead to a negative balance, which can lead to additional fees.

Under our **overdraft protection plan**:

- We will charge you a fee of **\$10.00** for each transfer to pay an item from your linked Berkshire Bank deposit account.
  - Transfer limitations apply from a statement savings or money market account to another account or to third parties by preauthorized, automatic, telephone, or Online Banking transfer or by check, draft, debit card or similar order to third parties are limited to six per monthly period. You will be charged a **\$15.00** fee for each time you exceed the limit.

### What if I want Berkshire Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, please:

- Change your Opt In preference through your Online Banking account, or
- Call 800-773-5601, or
- Visit any Berkshire Bank branch, or
- Complete the form below and present it at a branch

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**Please allow us up to 5 days from receipt of this notice to process this request. Your choice to opt-in will go into effect once your account qualifies for our discretionary overdraft service.**

I want Berkshire Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Checking Account Number(s): \_\_\_\_\_

Customer Signature: \_\_\_\_\_

You may change your preference at any time through Online Banking, call us at 800-773-5601 or visit any Berkshire Bank branch.  
Thank you for giving us your permission to cover your ATM and everyday debit card overdrafts.

# Common Features Fee Schedule for Bank Services

Effective September 1, 2019

<b>Account</b>	
Early Account Closure (Checking, Savings or Money Market account within 90 days of opening).....	\$25.00
IRA Transfer (Account Closure).....	\$50.00
Excess Transaction (Reg. D Violation Money Market & Savings accounts).....	\$15.00/Transaction
Telephone Account Transfers via Branch or Call Center.....	\$5.00
Telephone Account Transfers via Telephone Banking (VRU).....	No Fee
<b>Administrative</b>	
Abandoned Property Fee (Per Account).....	\$50.00
Account Reconciliation (\$25.00 Minimum).....	\$25.00/Hour
Certificate of Protest- NY Only.....	\$15.00
Levy Processing Fee	
Federal.....	\$125.00
State.....	\$125.00
Notary Fee	
Customer.....	No Fee
Non-Customer.....	No Fee
Returned Statement (Deposit Account, One-Time Fee Charged when your Statement is Returned undeliverable).....	\$10.00
Signature Guarantee - Medallion Stamp Fee	
Customer.....	\$10.00
Non-Customer.....	Not Available
<b>ATM and Debit Card</b>	
ATM/Debit Replacement Card.....	\$10.00
ATM/Debit RUSH Replacement Card.....	\$50.00
ATM Withdrawal Fees	
ATMs at Berkshire Bank.....	No Fee
Direct S/C-Fee (ATMs at Other Banks).....	\$2.50
ATM Inquiry Fees	
ATMs at Berkshire Bank.....	No Fee
Direct S/C-Fee (ATMs at Other Banks).....	\$2.50
Int'l Trans Fee (Currency Conversion)	
Percent of Amount Purchased.....	1.1%
Pixcard Fee - Create Custom Debit Card	
First Pixcard.....	\$9.95
Replacement Pixcard.....	\$9.95
<b>Bank Fees</b>	
ACH Return - Business.....	\$7.00
ACH Reversal - Business.....	\$10.00
ACH Notification of Change (NOC) - Business.....	\$3.00
Check Collection.....	\$25.00*
Currency/Coin Deposited per \$100 - Business.....	\$0.15
Currency/Coin Purchased - Business	
Per Strap.....	\$0.20
Per Roll.....	\$0.10
Foreign Currency Collection/Purchase.....	\$10.00*
Gift Cards.....	\$4.50
Return Check Fee (Chargeback) for Consumer Charged at State Requirements	
Massachusetts.....	\$7.50
New York, Rhode Island.....	\$10.00
Connecticut, New Jersey, Pennsylvania.....	\$15.00
Vermont.....	\$0.00
Return Check Fee (Chargeback) for Business	
New York, Rhode Island.....	\$10.00
Other States.....	\$15.00
Statement w/ Images (Mailed).....	\$3.50/Month
Stop Payment Fee.....	\$35.00
<b>Checks</b>	
Counter Checks (4 checks per Page).....	\$4.00
Money Orders	
Customer.....	\$5.00
Non-Customer.....	\$10.00
Treasurer's (Cashier's) Check	
Customer.....	\$10.00
Non-Customer.....	Not Available
<b>Night Depository</b>	
Night Deposit Bags.....	No Fee
Night Drop Key Replacement.....	\$5.00
<b>Check Cashing</b>	
Check Cashing Card (for Non-customers).....	\$5.00
Check Cashing Card Replacement.....	\$2.00
<b>Online Banking - CEB (Consumer Electronic Banking)</b>	
Internet Banking.....	No Fee
eStatement.....	No Fee

External Transfers (Incoming).....	No Fee
External Transfers (Outgoing).....	\$3.00
Online Bill Pay.....	No Fee
<b>Online Banking - Business Solutions (BEB)</b>	
Small Business Banking (SBB) Online Base	
For First 5 Accounts-Additional Accounts \$5.00 Each.....	\$10.00
SBB Base + Bill Pay.....	\$15.00/Month
SBB Base + Loan Module.....	\$17.00/Month
SBB Base + Wire Module.....	\$25.00/Month
SBB Base + ACH Module.....	\$40.00/Month
SBB Base + Check Positive Pay.....	\$40.00/Month
SBB Base + ACH Positive Pay.....	\$25.00/Month
Corporate Online Base	
For First 5 Accounts-Additional Accounts \$7.50 Each.....	
Berkshire County.....	\$35.00
All Other Regions.....	\$60.00
<b>Overdraft Protection</b>	
Overdraft Protection/Transfer from Another Deposit Account Transfer Charge.....	\$10.00/Transfer
<b>Overdraft</b>	
Fees Created by Check, In-person Withdrawal, Deposit Return Item (DRI) or Other Electronic Means.	
Consumer Accounts Limit Each Type of Fee to 5 Per Day and Are Not Charged for Transactions of \$4.49 or Less.	
Overdraft Fee.....	\$37.00/Item
NSF (Insufficient Funds) Return Item Fee.....	\$37.00/Item
UAF (Uncollected/Unavailable Funds) Fee.....	\$37.00/Item
<b>Continuous Overdraft</b>	
Continuous OD (Overdraft) Fee.....	\$35.00
This fee is applied to your account when it has been overdrawn for 5 or more consecutive business days. A maximum of 5 charges or \$175 will be charged for each time period your account remains in a negative status. Other fees can lead to a negative balance, which can lead to additional fees.	
<b>Research</b>	
Chargeback Notice.....	\$5.00/Notice
Research Time (\$25.00 Minimum).....	\$25.00/Hour
Statement.....	\$5.00/Stmt
Statement with Check Images.....	\$7.00/Stmt
Tax Form.....	\$5.00/Form
<b>Safe Deposit (contents not insured under FDIC)</b>	
Rental Fees range from \$45.00 to \$255.00 per year. Please refer to the Safe Deposit Box Fee Schedule below for more information.	
Annual Rent.....	Varies by size
Key Replacement.....	\$60.00/Key
Late Payment Fee.....	\$5.00
Box Drilling (Lost Keys/Non-Payment).....	\$200.00
<b>Wire Transfers</b>	
<b>Incoming</b>	
Consumer.....	\$15.00
Business.....	\$18.00
Non-Customer.....	Not Available
<b>Outgoing Consumer and Business</b>	
Domestic.....	\$30.00
Foreign.....	\$50.00
Non-Customer.....	Not Available
<b>Outgoing Business - Internet Based**</b>	
Domestic.....	\$15.00
Foreign.....	\$30.00
*Plus Correspondent Bank Charges    **Monthly Module Fee Applies	

## Safe Deposit Box Fee Schedule

Effective September 1, 2019

BOX SIZE.....	RATE	BOX SIZE.....	RATE
2" x 5".....	\$45.00	5" x 10".....	\$85.00
2" x 10".....	\$70.00	5" x 11".....	\$85.00
3" x 10".....	\$70.00	6" x 10".....	\$85.00
3" x 5".....	\$55.00	7" x 10".....	\$180.00
4" x 5".....	\$70.00	10" x 10".....	\$180.00
4" x 10".....	\$70.00	15" x 10".....	\$255.00
5" x 5".....	\$70.00	Chest.....	\$255.00
		18" x 18".....	\$255.00

# Privacy Policy

Rev. 07/2019

<b>FACTS</b>	<b>WHAT DO BERKSHIRE HILLS BANCORP COMPANIES DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security Number and Account Balance</li> <li>• Transaction History and Payment History</li> <li>• Credit History and Assets</li> </ul>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Berkshire Hills Bancorp Companies choose to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Do Berkshire Hills Bancorp Companies share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes - to offer our products and services to you</b>	Yes	No
For joint marketing with other financial companies	Yes	No
<b>For our affiliates' everyday business purposes - information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes - information about your creditworthiness</b>	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non-affiliates to market to you	Yes	Yes
<b>To limit our sharing</b>	<p>Call us as follows - our menu will prompt you through your choices:</p> <p>Berkshire Bank: 1.800.773.5601 (includes Berkshire Bank divisions and lines of business such as Commerce Bank, a Division of Berkshire Bank; Berkshire Bank Home Lending; Berkshire Bank Wealth Management; BerkshireBanc Investment Services; and RNL &amp; Associates)</p> <p>Berkshire Insurance Group, Inc.: 1.866.616.0244 (sometimes operates as Berkshire Insurance Agency)</p> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we may continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>	
<b>Questions?</b>	<p>Call toll-free 1.800.773.5601 if you are a customer of Berkshire Bank (including any of its divisions or lines of business such as Commerce Bank, a Division of Berkshire Bank; Berkshire Bank Home Lending; Berkshire Bank Wealth Management; BerkshireBanc Investment Services; and RNL &amp; Associates).</p> <p>Call toll-free 1.866.616.0244 if you are a customer of Berkshire Insurance Group, Inc. (sometimes operates as Berkshire Insurance Agency)</p>	

# Privacy Policy (continued)

Rev. 07/2019

Who We Are	
<b>Who is providing this notice?</b>	This privacy notice applies to the entities within the Berkshire Hills Bancorp, Inc. family of companies (collectively the “ <b>Berkshire Hills Bancorp Companies</b> ”) to the extent that they do not have their own privacy notices.
What We Do	
<b>How do Berkshire Hills Bancorp Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We maintain physical, technical, and administrative safeguards that comply with federal and state standards to guard your nonpublic personal information.
<b>How do Berkshire Hills Bancorp Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• open an account or deposit money</li> <li>• pay your bills or apply for a loan</li> <li>• use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account, unless you tell us otherwise.
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates include those companies that control, are controlled by, or are under common control with Berkshire Hills Bancorp, Inc., including Berkshire Bank, First Choice Loan Services Inc., Firestone Financial, LLC, SI Mortgage Company, and Berkshire Insurance Group, Inc. (which operates in some places as Berkshire Insurance Agency).</i>
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>We may share information with financial and nonfinancial companies, such as insurance companies.</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners may include insurance companies, credit card companies, and investment companies.</i></li> </ul>
Other Important Information	
We do not share transaction or experience information about customers who reside in Vermont or California without your authorization. We also comply with Massachusetts privacy and disclosure laws as applicable.	

# BerkshireBank

## Branch Network

As of, Mon., Oct. 7, 2019, you will continue to have access to the branches you know and love -- plus, you'll gain access to all of Berkshire Bank's 132 locations throughout New England, New York, Pennsylvania, and New Jersey, including access to MyTellers and MyBankers.

### CURRENT LOCATIONS IN CONNECTICUT

**WILLIMANTIC**

803 Main St.

**HEBRON**

115 Main St.

**LEBANON**

554 Exeter Rd.

**CANTERBURY**

180 Westminster Rd.

**MOOSUP**

344 Prospect St.

**BROOKLYN**

536 Providence Rd. (Rte 6)

**MANSFIELD**

95 Storrs Rd.

**ENFIELD**

85 Freshwater Blvd.

**DAYVILLE**

596 Hartford Pike

**GROTON**

971 Poquonnock Rd.

**NORWICH**

108 Salem Tpke.

**NORTH WINDHAM**

INSIDE WALMART  
474 Boston Post Rd.

**LISBON**

INSIDE WALMART  
180 River Rd.

**TOLLAND**

200 Merrow Rd.  
(Rte 195)

**SOUTH WINDSOR**

1000 Sullivan Ave.

**EAST HAMPTON**

50 East High St.

**COLCHESTER**

63 Norwich Ave.

**PAWCATUCK**

445 Liberty St.

### ADDITIONAL LOCATIONS IN CONNECTICUT

**VERNON**

435 Hartford Tpke.

**GLASTONBURY**

7 Sycamore St.

**WINDSOR**

138 Broad St.

**ROCKY HILL**

396 Cromwell Ave.

**HARTFORD**

114 Woodland St.

**NEWINGTON**

66 Cedar St.

**WEST HARTFORD**

927 Farmington Ave.

**FARMINGTON\***

763 Farmington Ave.

**SIMSBURY\***

16 Albany Tpke.

\*MyTeller (Interactive Teller Machine) at location. Please visit [berkshirebank.com/MyTeller](http://berkshirebank.com/MyTeller) to learn more.

### CURRENT LOCATIONS IN RHODE ISLAND

**WESTERLY OFFICE**

18 Post Rd.

**WAKEFIELD**

121 Old Tower Hill Rd.

**PORTSMOUTH**

1430 East Main Rd.

**MIDDLETOWN**

165 East Main Rd.

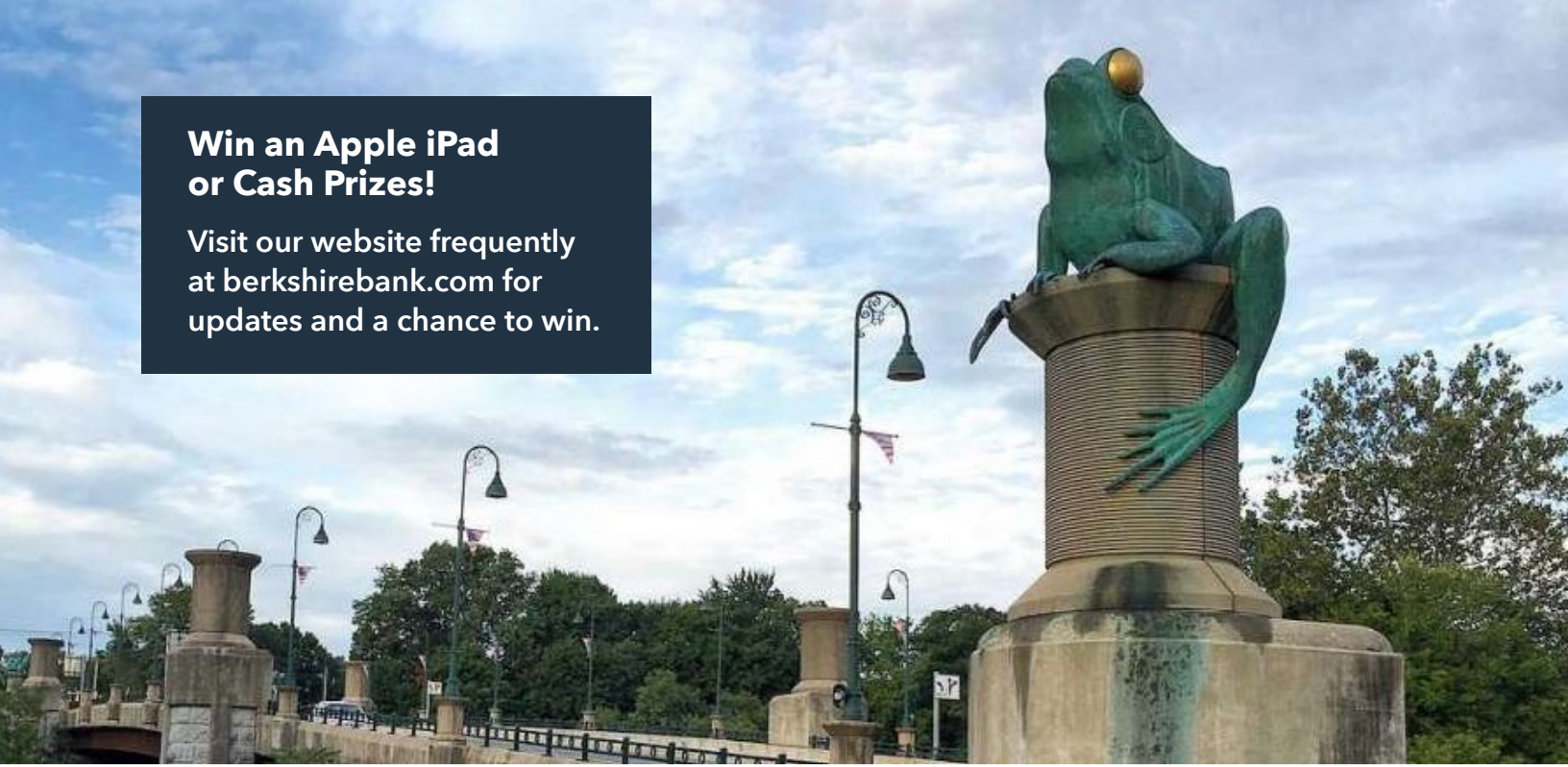
**NEWPORT**

100 Bellevue Ave.

For a complete branch listing, hours, and ATM locations, visit [berkshirebank.com/locations](http://berkshirebank.com/locations) or call 800.773.5601.

**Win an Apple iPad  
or Cash Prizes!**

Visit our website frequently  
at [berkshirebank.com](http://berkshirebank.com) for  
updates and a chance to win.



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