Federal E-Sign Act Disclosure and Agreement Related to Electronic Delivery of Disclosures and Notices and/or the use of Electronic Signatures

Federal E-SIGN Act Disclosure and Consent

This electronic transaction disclosure, consent, and agreement (collectively, the agreement) contains important information that you are entitled to receive before you consent to receive electronic records. Please read this Federal Electronic Signatures in Global and National Commerce Act ("E-Sign") Disclosure and Consent carefully and download, save and/or print a copy for your files. Needham Bank may occasionally be required by law to provide you, the signer(s) of this agreement, with certain written notices or disclosures. This agreement discloses certain information to you that we are required to provide before obtaining your consent to receive such legally required notices and disclosures by electronic means. This agreement also obtains your consent to electronically receive such legally required notices and disclosures (i.e., "required information") in a matter that reasonably demonstrates your ability to access and retain the required information.

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may accept electronic signatures from you on any documentation sent to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and disclosures includes:

- All legal and regulatory disclosures and communications associated with any Needham Bank or Needham Private Bank products, services, or accounts that you apply for or maintain. This may include, but is not limited to, legal agreements, regulatory disclosures, privacy policies and notices, statements, terms and conditions and signature cards.
- Records and documents, including notices and disclosures of a change in terms, relating to any of your accounts with Needham Bank or Needham Private Bank as long as we have a continuing relationship.

You also agree that we do not need to provide you with additional paper (non-electronic) copies of the aforementioned documents, unless specifically requested.
Your consent does not mean that we must provide the required information electronically. We may, at our option, deliver required information and other communications to you on paper should we choose to do so. We may also require that certain communications from you be delivered to us on paper at a specified address. Once you consent to the E-Sign Disclosure, you may request paper copies, at no charge, by contacting us as set out below.

Electronic Delivery of Disclosures and Notices

In conjunction with the processing of any transaction in which you participate with us, you must possess an Internet connected device that is compatible with this financial institution's application or software deployed at the time of access. Your device must meet the minimum requirements outlined below to access and retain the documents delivered electronically.

We will provide or make required information available to you in either or both HTML links or language and/or PDF attachments. Please click on the HTML links or open the PDF attachments to review the disclosures. In order to retain, you may print the documents by selecting your printer or selecting Save to retain a copy on your internet connected device.

If you do not want to receive the documents electronically, you should exit the application or software. If you do not consent to receiving these documents electronically, you will not be able to process the transaction electronically.

System Requirements to Access Information

To access and retain required information, you must have the following equipment and software:

- A personal computer or other device which is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- An Internet web browser such as Internet Explorer 8.0 or Firefox 5.0 which is capable of supporting 128-bit SSL encrypted communications or higher (available for downloading at: http://www.microsoft.com/windows/ie/downloads/default.asp)

Your access to this page verifies that your system/device meets these requirements. If you choose to do so, you may access your documents via Portable Document Format or "PDF" files, such as Adobe Acrobat Reader™ version 10.0 or higher if you choose. (available for downloading at: http://get.adobe.com/reader)

Withdrawal of Electronic Acceptance of Disclosures and Related Account Documents
If, after your account is opened and you have consented to receive the required information electronically, you decide that you wish to receive the required information in paper format only, you may withdraw your previously provided consent by contacting us as set out below. If you cancel your enrollment in the service, paper disclosures will resume immediately. You understand that disclosures already delivered to you electronically will not be re-sent in paper format. If you cancel your enrollment, this Agreement will terminate; however, termination of this Agreement will not affect the legal validity, enforceability and binding effect of any notice and agreement, electronic or otherwise, before the effective date of termination of this Agreement or any notice and agreement you receive electronically in the interim.

How to Update Your Records
It is your responsibility to provide us with a true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s) and to maintain and update promptly any changes in this information. You can update such changes in information by contacting us as set out below.

How to Contact Needham Bank
You may contact us by calling us at: (781) 444-2100 or writing to us at: 1063 Great Plain Avenue, Needham, MA 02492.

Important Notice
You understand that the information you have elected to receive is confidential in nature. We are not responsible for unauthorized access by third parties to information and/or communications provided electronically nor any damages, including direct, indirect, special, incidental or consequential damages caused by any unauthorized access. We are not responsible for delays in the transmission of any information. We are not responsible for any computer virus or related problems.

Consent and Agreement
By accepting this agreement, you certify that: (i) you have read and understand this agreement, (ii) you can print on paper or electronically save this agreement for your future reference, (iii) you consent to receive the required information by the electronic means described above and the use of electronic signatures, (iv) you acknowledge that you are providing your consent to receive electronic communications pursuant to the Electronic Signatures in Global and National Commerce Act and intend that this statute applies to the fullest extent possible, and (v) you have provided a working individual email address.