

# Understanding Your Deposit Account

For Personal Accounts



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## PERSONAL DEPOSIT ACCOUNT AGREEMENT

### Welcome!

This Agreement contains the rules for your personal accounts at Needham Bank. This Agreement covers many of the features and services available for those accounts, such as Electronic Funds Transfer Services, Automated Teller Machines (ATMs) and Debit Cards.

**General Terms.** The following terms and conditions are agreed to by you and us with respect to your deposit account(s) with Needham Bank. In this agreement reference to “you” and “your” mean the accountholder(s) and anyone who has authority to utilize the account(s). “We”, “us” and “our” refer to Needham Bank. To the extent that any of the following terms are void or unenforceable under applicable law, this agreement shall be treated as if such a term did not exist and all of the other terms shall continue in full force and effect. All of the terms set forth in any Disclosure Statement given to you in connection with your account(s) are hereby made a part of this agreement and shall govern the use of your account(s). In the event of any conflict, the terms set forth in the Disclosure Statement shall control. By signing a signature card with respect to account(s) or utilizing your account you agree to all of the terms set forth herein.

This agreement shall be subject to the laws of the United States of America and the state of Massachusetts.

**1. Types of Accounts.** The following terms apply with respect to each type of account described below:

**a. Individual Account** – An account standing in the name of one accountholder.

**b. Joint Account** – An account in the name of two or more accountholders. Each of you may exercise any rights with respect to the account, including the right to withdraw funds from the account singly, unless we agree to the contrary. All joint accounts shall be treated as accounts with the right of survivorship, which means that when one of the accountholders dies, the surviving accountholder(s) will own the account and will have all of the rights with respect to the account.

**c. Revocable Trust Accounts** – An account which is opened by a trustee for the benefit of another person. Only the trustee may withdraw funds from such an account. In the event of the death of the last trustee on the account, payment may be made to the beneficiary of the account or that person’s legal representative.

**2. 18/65 Account.** We shall make available to a natural person **18** years of age or younger or **65** years of age or older, a demand deposit account and a savings account, which in each instance shall include a joint account in which the spouse of the eligible depositor, regardless of age, is the joint tenant therein or the joint depositor would otherwise be an eligible depositor, and which has been established and used for personal, family or household purposes, upon which no service, maintenance or other similar charge shall be imposed. Notwithstanding this protection, we may assess a reasonable charge against your account(s) when we dishonor any item that is presented for payment from your account(s) and which is dishonored because of insufficient funds. The amount of all fees and charges that we may assess against your account(s) is set forth in our schedule of fees and charges. Any expenses arising from attachment, garnishment or levy of your account(s) will be your responsibility and will be charged to your account(s).

**3. Rules Relating to Funds Deposited in Your Account(s).** Funds that are deposited into your account(s) will be made available for withdrawal or the payment of checks drawn on your account in accordance with our Your Ability to Withdraw Funds Policy.

**4. Direct Deposits.** If you have an agreement with us by which funds may be directly deposited into your account(s), any amount which must be returned to the United States of America, or any agency thereof, for any reason will be automatically deducted from your account(s) or from any other account you may have with us, except to the extent prohibited by law. We may also pursue any other remedy available to us to recover any funds that have been deposited into your account(s) and which we are required to return to the United States of America, or any agency thereof.

**5. Right to Set-Off.** To the extent permitted by applicable law, we may set-off any funds in your account(s) against any obligation that you owe to us now or in the future. This right of set-off does not apply if (i) your account(s) is an Individual Retirement Account or other tax qualified retirement account, (ii) the identity of the obligor to us and the accountholder are not the same, or (iii) the obligation to us arose in a consumer credit transaction where a credit card was used to create the obligation. You should be aware that if we exercise our right of set-off, there may not be sufficient funds in your account(s) to

cover any check that is presented to us after we exercise our right of set-off. We will have no liability for the dishonor of any such check. We are authorized to exercise our right of setoff or security interest rights against the funds credited to your balance after your death. We have these rights even if a “payable on death” payee has rights to the account.

**6. Fees and Charges.** We will provide you with a schedule of fees and charges which may be applied against your account(s). You authorize us to charge your account(s) for these fees and charges as applicable. To the extent that there are insufficient funds in your account(s) to cover such fees and charges, you agree to pay us such fees and charges forthwith.

**7. Withdrawals from Account(s).** Unless we have agreed with you otherwise, each of you, acting singly, may withdraw funds from your account(s) by signing as the maker of any check, signing any withdrawal order, or otherwise as we may permit. Any of you may endorse any item payable to you or your order for deposit into your account(s). You agree not to postdate any check or other order for withdrawal. If you do postdate any item, you agree that we may charge your account(s) for the item even though payment is made before the date on the check.

We may require that you provide us notice in writing at least 7 days prior to each withdrawal from any account you have with us that bears interest (other than a time deposit) or from any savings account as defined by Regulation D issued by the Consumer Financial Protection Bureau. You may be subject to a penalty in the event that you withdraw funds from a time account prior to its maturity or prior to the expiration of any notice period. You may close your account(s) and withdraw all of the funds therein at any time, subject to the provisions of the preceding paragraph. **We may close your account(s) at any time by providing notice to you of such closure, accompanied by a check for the amount of funds therein, plus, if applicable, any credited interest thereon. If your account(s) remains at a zero balance and there is no activity in the account for 90 calendar days, we reserve the right to close your account(s) with no notice. Evidence of the closing withdrawal may be requested by contacting the Bank via phone, email, or written request.**

**8. Overdrafts.** An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. If we do pay any such item, you agree to immediately deposit sufficient funds in your account(s) to eliminate such overdraft. and to cover the applicable Insufficient funds fee per our most recently published schedule of charges. If a transaction such as a check or electronic funds transfer is returned to the payee due to insufficient funds and the payee represents the transaction while the account balance remains negative, we may at our discretion pay the item and charge the Insufficient funds each time the item is presented. We will not charge more than four (4) Overdraft Fees and or NSF Fees, in total, on any one business day. We will not charge an Overdraft Fee or NSF fee if your end-of-day available balance is overdrawn by \$10 or less.

**9. Wire Transfers.** If you originate a wire transfer from which Fedwire is used, you understand that said transfer is subject to Article 4A of the Uniform Commercial Code or Regulation E issued by the Consumer Financial Protection Bureau. If you originate a fund transfer by wire and you do not properly identify the name of the beneficiary, the beneficiary’s account number, the beneficiary’s financial institution, any intermediary financial institution, or provide any other necessary information, you shall bear the loss (if any) caused by such failure to properly provide the required information. We shall have no liability to you for any such loss even though we could have prevented such loss by confirming the accuracy of the information which you provided.

**10. Automated Clearing Houses.** In the event that any transaction related to your account(s) utilizes the services of an automated clearing house, you agree to be bound by the rules of such automated clearing house or any association to which it belongs. These rules may provide, among other things, that payments made to you, or originated by you, will be provisional until final settlement is made through a Federal Reserve Bank or payment of the same is otherwise finally made as provided in Article 4A-403(a) of the Uniform Commercial Code. In the event that any amount is credited to your account(s) and we do not receive final payment with respect to the same, we shall be entitled to a refund from you of the amount so credited to your account(s). Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account(s), we are not required to give you next-day notice of receipt of an ACH credit item. However, we will notify you of the receipt of such ACH credits in the periodic statement that we provide to you.

**11. Stop Payment Orders** You may stop payment on any item that you have drawn against funds in your account(s). We must receive your payment order in time for us to have a reasonable opportunity to act upon it. If we have not already paid a check or other item drawn on your account, then at your request and risk we may accept a stop payment order on it. If you request us to stop payment on an item orally, we may request that you confirm your stop payment order in writing. If we do not receive

your written confirmation of the stop payment order within 14 days, your stop payment order will no longer be effective. Any written check stop payment order will only be effective for six months and if you wish to renew the stop payment order at the end of said six months, you must so advise in writing. Any written ACH stop payment order will remain effective indefinitely until you notify us in writing.

Any stop payment order must accurately identify the item to which it applies, including any check number, the exact amount of the check, your account number, the date of the check and the payee of the check. Any stop payment order received by us will be effective even though it is signed by an accountholder other than the accountholder who initially signed the item to which it applies. However, if you wish to cancel a stop payment order, the person who initiated/signed the stop payment order must also initiate/sign the cancellation.

**12. Use of Restrictive Legends.** We are not obligated to honor any restrictive legend you place on any item you write unless we have agreed in advance in writing to honor such restriction.

**13. Order of Payment of Items Drawn on Your Account(s).** We will attempt to pay items presented against your account to the extent possible, but if you do not have sufficient available funds in your account(s) to pay all of the items presented against your account on a single banking day, we may select which items to pay and which items to dishonor. We will have no liability to you as a consequence of any such selection. We pay items presented on your account in the order they are received and processed. Typically, we will attempt to pay items presented on your account beginning with the smallest amount to the largest amount.

**14. Telephone Transfers.** If you have a telephone transfer agreement with us, accountholders who are entitled to withdraw funds from your account(s) may authorize a transfer from your account(s) via telephone. Telephone transfer privileges are not permitted unless you have an express written agreement with us authorizing such transfers.

**15. Periodic Statements.** If you have a statement account(s), we will deliver to you a statement of your account periodically. You must examine your statement promptly. If you discover or should have discovered any unauthorized withdrawal from funds in your account(s), you must immediately notify us of your discovery and provide us with all information necessary for us to determine whether the withdrawal was unauthorized. To the extent that you do not promptly notify us of any such unauthorized withdrawal, you may be liable for any loss which is thereafter sustained which we could have prevented had you promptly notified us of the unauthorized withdrawal. You agree that you will not have acted promptly if you fail to examine your statement and report any unauthorized withdrawal to us within 30 calendar days of the date that the statement was sent to you or made available for your examination.

You agree that if you fail to provide notice to us of any unauthorized signature, alteration, forgery, or other error with respect to your account within 60 days of when we sent you the statement or made it available to you, you will not be able to assert a claim against us with respect to any item(s) reflected in such statement.

**16. Non-Assignability of Account(s).** You may not transfer or assign your account(s) to any third party without our prior written consent. Any such attempted transfer or assignment shall be void with respect to us.

**17. Credit Reports.** In connection with your account(s), you hereby authorize us to obtain a consumer credit report on you from any credit reporting agency.

**18. Abandoned Accounts.** If an account has been deemed abandoned under Massachusetts law because there has been no account activity (for example, some form of customer-initiated transaction or communication) for a period of three years, we must turn the funds in the account over to the Commonwealth of Massachusetts. We will attempt to notify you in writing before this takes place. Funds which have been turned over to the Commonwealth can be reclaimed from the Commonwealth, but proof of ownership will be required before payment will be made by the Commonwealth.

**19. Change of Address.** You agree to notify us in writing of any permanent change of address. Any notice or statement mailed to the last address appearing on our records will be deemed delivered and binding for all purposes.

**20. Power of Attorney.** You may authorize another person to act on your behalf in connection with your account(s) by granting them "Power of Attorney" in a manner prescribed by us.

**21. Unlawful Use.** You agree not to use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities.

**22. Monitoring and Recording Telephone Calls and Account 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 for your account, we may need to contact you about your account from time to time by telephone or email. We may use any telephone number or email address that you have previously provided to us.

**23. Sub Accounts.** All 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.

**24. Amendments.** We may amend this agreement at any time and will notify you in the manner and time periods required by applicable law.

## CHECK 21: SUBSTITUTE CHECK POLICY DISCLOSURE AND YOUR RIGHTS

### Important Information About Your Checking Account

#### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 781-444-2100 during business hours or write us at Needham Bank, 1063 Great Plain Avenue, PO Box 920129, Needham, MA 02492. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

#### Your claim must include –

- A description of why you have suffered a loss (for example, you think that amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check:
  1. The check number;
  2. The name of the person to whom you wrote the check;
  3. The amount of the check.

## INITIAL DISCLOSURE OF TERMS AND CONDITIONS OF ELECTRONIC FUNDS TRANSFER SERVICES AND CARDHOLDER AGREEMENT – *for consumers only*

The following disclosure of terms and conditions relating to your electronic funds transfer service with this institution is provided to you in accordance with the requirements of Federal and State Law. You should read this notice carefully to understand all of the terms and conditions which govern your electronic funds transfer service.

**Consumer Liability.** Tell us AT ONCE if you believe your card, personal identification code, or both, have been lost or stolen or that someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses down.

**Contact in Event of Unauthorized Transfer.** If you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic funds transfer has been made using information from your check, without your permission, **call us at 781-444-2100 during business hours or write us at Needham Bank, 1063 Great Plain Avenue, P.O. Box 920129, Needham, MA 02492.** You will have no liability for unauthorized use which occurs after you notify us of the loss or theft of your card or its possible unauthorized use by someone else.

**Business Days.** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Online Banking and Bill Payment through Quicken® is inclusive of the terms and conditions of the Electronic Funds Transfer Disclosure including but not limited to transaction limits, transaction processing and system availability. Specifics of Online Banking and Bill Payment through Quicken® are documented in the Online Help which is accessible via the Internet service.

### Transfer Types and Limitations.

#### 1. Account Access.

You may:

- a) Have direct deposits made to your account(s);
- b) Have preauthorized payments made from your account(s);
- c) Withdraw cash from your statement account(s);
- d) Make deposits to your statement account at ATMs that we own or operate. (ATMs that we own will be identified as such);
- e) Transfer funds from your statement account(s) to another account in this institution;
- f) Make a payment to a loan account you have with us via Online Banking, Mobile Banking or Telephone Banking;
- g) Pay for purchases at places that have agreed to accept this card utilizing its point-of-sale feature;
- h) Authorize the transfer of funds by telephone from your statement account(s);
- i) Authorize the transfer of funds from your statement account(s) for the purpose of paying your bills through your internet enabled device. Payments to the following merchants are unsupported through online banking bill payment, payments for these payees will be your sole responsibility if delayed or improperly processed or credited:
  - Tax Payments
  - Court-ordered payments such as alimony, child support, speeding tickets, etc.
  - Payments made outside the U.S. and its territories are not recommended
- j) Get information about the available balances in your checking and statement savings account(s);
- k) Authorize third parties to electronically debit your account(s) at point of purchase locations or otherwise utilizing information about your account(s) which you provide to such third parties and which transfer we elect to honor;
- l) Pay for fees for electronic representation of a dishonored check where you have agreed that such fees may be debited to your account(s) electronically;
- m) Transfer funds from your account to other people or to accounts held by you at another financial institution through the external funds transfer feature.

Some of these services may not be available at all terminals, or available in conjunction with all accounts. You may have chosen to limit access by electronic means to one or more of your accounts.

#### 2. 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:

- (i) Pay for purchases, or (ii) Pay bills.

This is called electronic check conversion and is a process in which your check is used as a source of information, for the check

number, your account number, and the number that identified your financial institution. The information is then used to make a one-time electronic payment from your account, an electronic fund transfer. The check itself is not the method of payment. It is important to remember that with this type of transaction, the transfer of funds may be immediate.

**3. Limitations on Dollar Amounts/Frequency of Transfers.**

- a) You may withdraw up to **\$1,000.00** from our terminals each day using a Debit card.
- b) You may buy up to **\$3,500.00** worth of goods and services each day using the point-of-sale feature of your Debit card
- c) At any time, you may limit the amount to be withdrawn by Debit card to **\$0.00** per day upon written notice to this institution.
- d) You can use your online banking bill payment service up to a total of not less than \$1.00 and not more than \$25,000.00 per transaction with a daily limit of \$50,000.00. Requests for increases to bill payment limits will be reviewed on a case by case basis.
- e) For security reasons, there are other limits on the transfers you can make using our terminals, authorized telephone transfer service, or other electronic transfer system.
- f) There may be other limits that apply to your card if you use your card outside of the United States of America. If you plan to travel outside of the United States, you should contact us for information concerning such limitations in various countries.
- g) There are no limits to the number of transfers you are allowed.

**4. Fees.** Refer to our regularly published schedule of service charges for the applicable fees which you may be charged.

- a) **Per Transfer Charge.** We may charge you for each transfer you make using our electronic fund transfer services as per our most recently published schedule of service charges.
- b) **Account Maintenance.** We may charge you a fee each month to maintain your account(s) with us, if you fail to maintain the required monthly balance amount as per our most recently published schedule of service charges.
- c) **Interest.** We pay interest on accounts accessed by these services as per our regularly published schedule of interest rates.
- d) **Fees Imposed by Others.** When you use an ATM not owned or operated by us, you may be charged a fee by the ATM operator or any network used to complete the transfer and you may be charged a fee for a balance inquiry.

**5. Confidentiality.** We will disclose information to third parties about your account of the transfer you make:

- a) Where it is necessary for completing transfers, or
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c) In order to comply with a government agency or court orders, or
- d) Where it is necessary for legal, collection, account or auditing purposes, or
- e) If you give us your written permission (authorization shall automatically expire after 45 days).

**6. Documentation.**

- a) **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. You can call us at 781-444-2100 during business hours to find out whether or not the deposit has been made.
- b) **Periodic Statements.** You will get a monthly account statement, unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.
- c) **Passbook Account where the only Possible Electronic Fund Transfers are Preauthorized Credits.** If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.
- d) **Terminal Transfers.** You may get a receipt at the time you make any transfer to or from your account using an electronic terminal such as an automated teller machine, cash-dispensing machine or point of sale terminal.
- e) **Documentation as Evidence.** Any documentation provided to you which indicated that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima-facie proof that such transfer was made.

**7. Preauthorized Payments.**

- a) **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's how: **call us at 781-444- 2100 during business hours or write us at Needham Bank, 1063 Great Plain Avenue, P.O. Box 920129, Needham, MA 02492**, 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 your call.
- b) **Notice of Varying Amount.** 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.

- c) **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.

**8. Liability for Represented Authorized Transfers.** If you do not place a stop payment on an authorized transfer (ACH transaction) within the prescribed timeframe and the transaction results in a negative account balance, the bank may at its full discretion pay or return the item and charge an insufficient funds fee. If the transaction is returned for insufficient funds and the merchant represents the transaction, the bank will at its full discretion either pay or return the item again upon each presentment and charge an insufficient funds fee. You are liable for the transaction amount paid to the merchant and associated fees incurred by the transaction.

**9. Financial Institution's Liability.** 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:

- a) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- b) If the transfer would go over the credit limit on your overdraft line.
- c) If the terminal or system was not properly working and you knew about the breakdown when you started the transfer.
- d) If circumstance beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- e) If the automated teller machine where you are making the transfer does not have enough cash.
- f) If the funds are subject to legal process or other encumbrance restricting such transfer.
- g) There may be other exceptions stated in our agreement with you.

#### INFORMATION CONCERNING ACCOUNTS GOVERNED BY MASSACHUSETTS GENERAL LAWS

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

**UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

**Termination of this Agreement.** You may terminate your right to use your card or code by **calling us at 781-444-2100 during business hours or write us at Needham bank, 1063 Great Plain Avenue, P.O. Box 920129, Needham, MA 02492.** If you call, we may require you to put your request in writing and get it to us within ten (10) days after you call.

**In Case of Errors or Questions About Your Electronic Transfers.** Call us at **781-444-2100 during business hours or write us at Needham Bank, 1063 Great Plain Avenue, P.O. Box 920129, Needham, MA 02492,** 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 send you 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 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days 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 recredit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 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.

### **MasterCard® CARDHOLDER AGREEMENT – for consumers only**

The following terms and conditions are agreed to by you and us when we issue you a card at your request. To the extent that any of the following terms and conditions are void or unenforceable under applicable law, this Cardholder Agreement shall be treated as if such terms or conditions did not exist and all of the other terms and conditions shall continue in full force and effect.

All of the terms set forth in the Initial Disclosure of Terms and Conditions of Electronic Fund Transfer Services are hereby made part of this Cardholder Agreement and shall govern the use of your card.

Any account which may be accessed by use of your card may also be governed by a separate set of rules and regulations which shall remain in effect with respect to such account, unless inconsistent with the agreements set forth in this Cardholder Agreement in which case the terms and conditions set forth herein shall control.

1. **Use of Card.** You may use your card to carry out the transactions described in the Disclosure Statement under the heading “Transfer Types and Limitations.” We may agree with you in the future that other transactions can be carried out using your card and, in such event, we will notify you as to those transactions.

You agree not to use your card to effectuate any transaction, which is unlawful under applicable law, such as unlawful gambling.

2. **Charges for Use of Your Card.** We have published a Schedule of Fees which sets forth all applicable charges which we can make in connection with the use of your card or any electronic fund transfer. Please refer to our most recently published Schedule of Fees. We reserve the right to amend the Schedule of Fees at any time and will give you notice if we do. You agree to pay all such charges which you have incurred and hereby authorize us to charge your deposit account(s) with the aggregate outstanding amount of such charges from time to time.

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

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

4. **Joint Accounts.** In the event that your deposit account(s) is held jointly with another person(s), each joint holder of said account shall be able to exercise any and all rights hereunder individually and shall be jointly and severally liable for the obligations incurred under this Cardholder Agreement. Without limiting the foregoing, each person named on the account may utilize any card issued in connection with the account, may close the account, may authorize others to use any card and/or code on his or her behalf, and may agree to amend this Cardholder Agreement and, in any such event, such action shall be binding upon each other person who is bound by this Cardholder Agreement.

5. **Evidence of Transactions.** In the event that we institute legal action against you in connection with this account, we may introduce into evidence a copy, microfilm, or microfiche of any document evidencing transaction under this Cardholder Agreement and such copy, microfilm or microfiche shall be deemed as valid as the original document.

6. **Notices.** Any notice sent by us shall be effective when mailed to you at your last address on our records. To the extent allowed by law, notices from you to us must be in writing and shall be effective when received by us.

7. **Default.** In the event that you default in connection with any obligation owed to us, you agree to reimburse us for all costs of collection, including reasonable attorneys’ fees.

8. **Maintenance of Accounts.** As long as this Cardholder Agreement is in effect, you agree to maintain at least one account for which your card can be used. If you close all of such accounts, this Cardholder Agreement will terminate.

9. **Ownership of Card.** The card which we issue to you will remain our property and you may not transfer it to any other person. You agree to return the card to us immediately upon demand or upon termination of this Cardholder Agreement. We will program the machines in which your card can be used to retain your card following the termination of this Cardholder Agreement and in certain other events.

10. **Authorization to Withdraw Funds from your Account(s).** You hereby authorize us to withdraw funds from your account(s) to satisfy any transaction which you have made utilizing your card. Such authorization includes the right to charge your accounts for funds distributed to you and for charges which you have incurred pursuant to this Agreement.

11. **Pre-Authorized Payments to Merchants.** You are responsible for any pre-authorized payments charged to the account, even after you or we cancel the account, unless you tell the merchant in writing to stop debiting your account. If we ask for it, you must give us a copy of the written notice you gave the merchant.

You are responsible for giving your new account number or expiry date to merchants with whom you have pre-authorized payment arrangements.

If we issue you a replacement card, your automatic bill payments will continue uninterrupted to merchants who are registered for the MasterCard Automatic Biller Updater (ABU) service. MasterCard ABU automatically informs those merchants of the details of your new account number, so that your automatic bill payments are not interrupted.

12. **Amendments.** We may amend any term in this Agreement of the Disclosure by sending you written notice of such amendment at least 30 days prior to the effective date of such amendment. To the extent permitted by law, we may amend any term set forth in this Agreement or Disclosure immediately to maintain or restore the security of your account or our electronic fund transfer system.

13. **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

14. **Lost or Stolen Card Liability.** You will not be liable for any transaction that was not authorized if you exercised reasonable care in safeguarding the Card from risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to Needham Bank.

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to make funds from your deposits available to you on the first business day after we receive your deposit. However, funds from the following deposits will be available on the day we receive the deposit:

- Cash deposits made at the teller window
- Wire transfers and electronic direct deposits, such as social security benefits and payroll payments.

Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

Please remember that even after we have made the 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.

### Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that to be the day of your deposit. However, if you make a deposit after we close, or on a non-business day, we will consider that the deposit was made on the next business day we are open.

If we accept for deposit a check that is drawn on another bank, we may make the funds from that check 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 for the type of check that you deposited.

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 an account you have with us. Those funds will be available at the time the funds from the check we cashed would have been available if you deposited it.

### LONGER DELAYS MAY APPLY

Depending on the type of check that you deposit, funds may not be available until the **fifth** business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day after the day of your deposit.

If we are not going to make all of the funds that you deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. 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 first business day after we receive your deposit.

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

Funds you deposit by check may be delayed under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,525 on any one day. The first \$5,525 will be available on the first business day after the day of your deposit.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six months.
5. There is an emergency, such as a 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 **fifth** business day after the day of deposit.

### Deposits Made at Automated Teller Machines

Funds from any deposits made at automated teller machines (ATMs) that we own or operate will be available as follows:

- Funds from check deposits will be available on the first business day after the day of deposit
- Cash deposits will be available on the day we receive the deposit. Deposits (cash or checks) made at automated teller machines (ATMs) we own or operate, prior to 2:00 PM will be treated as deposited on the day on which such funds were placed in the ATM. Funds from deposits made at an ATM we own or operate at or after 2:00 PM or on a non-business day will be treated as deposited on the next business day.

Deposits are only accepted at machines that we own or operate. All ATMs that we own or operate are identified as our machines.

**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, cash or wire transfers will be available on the day we receive the deposit. The first \$5,525 of funds from deposits of cashier's, certified, teller's, travelers and federal, state and local government checks, and any Federal Reserve Bank checks, Federal HomeLoan Bank checks and U.S. Postal Money Orders will be available on the first business day after the day of your deposit. Funds from all other check deposits will be available on the **fifth** business day after the day of your deposit.

## TRUTH IN SAVINGS DISCLOSURE

This Disclosure Statement sets forth certain terms relating to your Accounts with us. These terms are part of your contract with us and are binding upon both of us.

### **Non-Interest DDA**

This is a non-interest-bearing account.

### **Flex Checking, Passbook Savings Account, Money Market Account, IRA Money Market Account, Super Saver Money Market Account, and Statement Savings Account**

#### **Rate Information**

Your interest rate and annual percentage yield may change. At our discretion we may change the interest rate on your account at any time.

#### **Accrual of Interest on Non-cash Items**

Accrual of interest on non-cash items (for example, checks) you deposit will begin on the business day you deposit such non-cash items.

#### **Interest Compounding and Crediting**

Interest on your account will be compounded continuously and credited monthly. If you close your account before the monthly statement cycle date, you will forfeit the uncredited interest.

#### **Calculation Method**

We use the daily balance method to calculate interest and determine the minimum balance requirements on your account. This method applies a daily periodic rate to the daily balance in the account each day.

#### **Minimum Balance Requirements and Transaction Limitations**

The minimum balance requirements for your accounts are disclosed in the minimum balance requirement and account rate information section of this disclosure.

We may require you to give written notice of an intended withdrawal not less than 7 days before the withdrawal is to be made. Under applicable law, we may extend the notice period for up to 90 days.

IRA Money Market Accounts do not come with check writing privileges.

## GoalGetter Savings Account

### **Account Requirement**

Must have or open a DDA account with Needham Bank. Personal accounts only. Limit of one account per tax account owner.

#### **Rate Information**

Your interest rate and annual percentage yield may change. At our discretion we may change the interest rate on your account at any time.

#### **Accrual of Interest on Non-cash Items**

Accrual of interest on non-cash items (for example, checks) you deposit will begin on the business day you deposit such non-cash items.

#### **Interest Compounding and Crediting**

Interest on your account will be compounded and credited monthly. If you close your account before the monthly statement cycle date, you will forfeit the uncredited interest.

#### **Calculation Method**

We use the monthly compound interest method to calculate interest. The daily account balance will be used to calculate your interest which is posted monthly. The portion under \$10,000 will receive the higher rate and the remaining amount above \$10,000 will receive the lower rate. This will result in an overall blended interest rate. The closing of the DDA account will result in the lower rate being applied to the entire balance of this Savings account.

#### **Transaction Limitations**

We may require you to give written notice of an intended withdrawal not less than 7 days before the withdrawal is to be made. Under

applicable law, we may extend the notice period for up to 90 days

#### **MINIMUM BALANCE REQUIREMENT AND ACCOUNT RATE INFORMATION**

This information is related to the minimum balance required to earn the disclosed Annual Percentage Yield. The minimum balance requirements for your accounts are disclosed in the minimum balance requirement and account rate information section of this disclosure.

### **CERTIFICATES OF DEPOSIT**

#### **Rate Information**

Your interest rate and annual percentage yield will remain in effect until the first maturity date. The annual percentage yield assumes interest remains on deposit until the maturity date. Any withdrawal of funds will reduce earnings.

#### **Accrual of Interest on Non-cash Items**

Accrual of interest on non-cash items (for example, checks) you deposit will begin on the business day you deposit such non-cash items.

#### **Interest Compounding and Crediting**

Interest on your account will be compounded continuously and credited monthly.

If you close your account before interest is credited, you will forfeit the uncredited interest.

#### **Calculation Method**

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the daily balance in the account each day.

#### **Minimum Balance Requirements**

The minimum balance requirements for your accounts are disclosed in the minimum balance requirement and account rate information section of this disclosure.

#### **Account Transaction Limitations**

You may not make deposits into your account until the maturity date. You may not make withdrawals of principal from your account before the maturity date. You may only withdraw interest after it has been credited to your account.

#### **Early Withdrawal Penalty**

If you withdraw any principal before the maturity date, a penalty may be imposed on the amount which you withdrew and charged to your account. If your account had an initial maturity of one year or less, the penalty will be equal to three months interest, which would have been earned on the amount of principal withdrawn. If your account had an initial maturity of more than one year, the penalty will be equal to six-month interest, which would have been earned on the amount of principal withdrawn.

No penalty shall be assessed in the event of the death or adjudication of mental incompetence of any owner of the account. We may also allow a withdrawal, in whole or in part, without penalty, with respect to any deposit which is contributed under a Keogh Plan or Individual Retirement Account where the individual for whose benefit the plan or account is maintained is 59.5 years of age or older or becomes disabled as defined in the Internal Revenue Code.

#### **Renewal Policy**

This account will automatically renew at maturity. You can prevent renewal if you withdraw your entire balance at maturity, or within the 10-day grace period. You can prevent renewal if we receive written notice within the 10-day grace period. We can prevent renewal by mailing notification to you at least 30 days before the maturity date.

Each renewal term may be the same as the original term, beginning on the maturity date. The interest rate may be equal to the rate offered on new Certificate of Deposit Accounts on the maturity date, which have the same term, minimum balance requirements and other features in common with the original Certificate of Deposit Account.

You will have a grace period of 10 days after the maturity date to withdraw funds without penalty.

#### **Service Fees and Charges**

For information about fees that can be imposed on your account, please refer to our most recently published schedule of fees and charges.

**MINIMUM BALANCE REQUIREMENT AND ACCOUNT RATE INFORMATION**

These are the accounts you have opened or have made inquiries about. This information is related to the minimum balance required to earn the disclosed Annual Percentage Yield. Additional information relating to your account(s) is disclosed on the previous panels.

- **STATEMENT SAVINGS ACCOUNT or PASSBOOK SAVINGS ACCOUNT**

Minimum deposit to open account - \$10.00  
 Minimum balance required to earn APY - \$10.00  
 Interest Rate – 0.05%  
 Annual Percentage Yield – 0.05%

- **GoalGetter Savings Account**

Minimum deposit to open account - \$10.00

Minimum Balance to Earn APY	Interest Rate	Annual Percentage Yield*
\$0.00 to \$10,000.00	4.17%	4.25%
\$10,000.01 +	0.05%	4.25% - 0.05%

The Annual Percentage Yield for the GoalGetter Savings Account is 4.25% for balances up to \$10,000. For total balances above \$10,000 and up to 1,200,000.00, the rate is blended; the first \$10,000 will earn 4.17% interest rate and the remaining balance will earn 0.05% interest rate.

- **NON-INTEREST DDA** *(This account does not earn interest)*

Minimum deposit to open account - \$10.00

- **FLEX CHECKING ACCOUNT** *(Tiered Rate)*

Minimum deposit to open account - \$10.00

Minimum Balance to Earn APY	Interest Rate	Annual Percentage Yield
\$0.00 to \$2,499.00	0.05%	0.05%
\$2,500 and above	0.05%	0.05%

These interest rates are payable on your entire balance.

- **MONEY MARKET ACCOUNT** *(Tiered Rate)*

Minimum deposit to open account - \$250.00

Minimum Balance to Earn APY	Interest Rate	Annual Percentage Yield
\$0.00 to \$24,999.99	0.10%	0.10%
\$25,000.00 to \$49,999.99	0.15%	0.15%
\$50,000.00 to \$99,999.99	0.25%	0.25%
\$100,000.00 +	0.30%	0.30%

These interest rates are payable on your entire balance.

- **IRA MONEY MARKET ACCOUNT** *(Tiered Rate)*

Minimum deposit to open account - \$250.00

Minimum Balance to Earn APY	Interest Rate	Annual Percentage Yield
\$0.00 to \$24,999.99	0.10%	0.10%
\$25,000.00 to \$49,999.99	0.15%	0.15%
\$50,000.00 to \$99,999.99	0.25%	0.25%
\$100,000.00 +	0.30%	0.30%

These interest rates are payable on your entire balance.

- **SUPER SAVER MONEY MARKET ACCOUNT<sup>1</sup>** *(Tiered Rate)*

Minimum deposit to open account - \$250.00

Minimum Balance to Earn APY	Interest Rate	Annual Percentage Yield
\$0.00 to \$24,999.99	0.50%	0.50%
\$25,000.00 – 49,999.99	1.98%	2.00%
\$50,000.00+	3.92%	4.00%

These interest rates are payable on your entire balance.

<sup>1</sup>The Super Saver Money Market is available to new customers only or existing customers who deposit \$10,000 or more in new-to-Needham Bank funds. Needham Bank personal checking account is also required. If qualifications are not met within 60 days of account opening, the Super Saver Money Market account may be converted to the standard Money Market Account.

• **CERTIFICATES OF DEPOSIT ACCOUNTS**

Product	Annual Percentage Yield <sup>2</sup>	Interest Rate	Min. Deposit to Open	Min. Balance to earn APY
5 Year Certificate of Deposit	3.25%	3.20%	\$1,000.00	\$1,000.00
4 Year Certificate of Deposit	3.25%	3.20%	\$1,000.00	\$1,000.00
3 Year Certificate of Deposit	3.50%	3.44%	\$1,000.00	\$1,000.00
2 Year Certificate of Deposit	3.65%	3.58%	\$1,000.00	\$1,000.00
18 Month Certificate of Deposit	3.65%	3.58%	\$1,000.00	\$1,000.00
15 Month Certificate of Deposit - <b>Special</b>	4.00%	3.92%	\$1,000.00	\$1,000.00
1 Year Certificate of Deposit	4.25%	4.16%	\$1,000.00	\$1,000.00
9 Month Certificate of Deposit - <b>Special</b>	4.25%	4.16%	\$1,000.00	\$1,000.00
6 Month Certificate of Deposit	4.25%	4.16%	\$1,000.00	\$1,000.00
3 Month Certificate of Deposit - <b>Special</b>	4.25%	4.16%	\$1,000.00	\$1,000.00

<sup>2</sup>All interest is credited monthly. Fees can reduce earnings. Early withdrawal penalties may reduce earnings. Rates are subject to change.

• **IRA CERTIFICATE OF DEPOSIT ACCOUNTS**

Product	Annual Percentage Yield <sup>2</sup>	Interest Rate	Min. Deposit to Open	Min. Balance to earn APY
5 Year IRA Certificate of Deposit	3.25%	3.20%	\$250.00	\$250.00
4 Year IRA Certificate of Deposit	3.25%	3.20%	\$250.00	\$250.00
3 Year IRA Certificate of Deposit	3.50%	3.44%	\$250.00	\$250.00
2 Year IRA Certificate of Deposit	3.65%	3.58%	\$250.00	\$250.00
18 Month IRA Certificate of Deposit	3.65%	3.58%	\$250.00	\$250.00
15 Month IRA Certificate of Deposit - <b>Special</b>	4.00%	3.92%	\$250.00	\$250.00
1 Year IRA Certificate of Deposit	4.25%	4.16%	\$250.00	\$250.00
9 Month IRA Certificate of Deposit - <b>Special</b>	4.25%	4.16%	\$250.00	\$250.00
6 Month IRA Certificate of Deposit	4.25%	4.16%	\$250.00	\$250.00
3 Month IRA Certificate of Deposit - <b>Special</b>	4.25%	4.16%	\$250.00	\$250.00

<sup>2</sup>All interest is credited monthly. Fees can reduce earnings. Early withdrawal penalties may reduce earnings. Rates are subject to change.

- **GIFTS** – During promotional periods, gifts may be provided at account opening. We reserve the right to substitute a gift of similar value for the promotion going on at the time. Customers may receive 1099-INT for gift.  
Gift Amount: \$ \_\_\_\_\_

**NEEDHAM BANK CONSUMER SCHEDULE OF FEES - Effective February 1, 2025**

**Bank Deposit Account Charges & Fees**

**Savings Account Charges and GoalGetter Savings**

- Maintenance Service Charge No Charge

**Money Market and Super Saver Money Market Charges**

- Maintenance Service Charge No Charge

**Non-Interest DDA Account Charges**

- Maintenance Service Charge No Charge

**Flex Checking Account Charges**

- Maintenance Service Charge No Charge

**18/65 Checking Account Fees**

*(Under Massachusetts law, if you are under the age of 19 or age 65 or older, Flex Checking is considered our 18/65 checking account and entitles you to the following reduced fees.)*

- Insufficient Funds Charge – Paid \$5.00  
*(Overdrafts created by checks, ATM withdrawal, or other electronic means.)*
- Insufficient Funds Charge – Returned \$5.00  
*(Overdrafts created by checks, ATM withdrawal, or other electronic means.)*

Each time an item is presented an Insufficient Funds charge may be applied.

- Uncollected Funds Charge \$5.00
- Stop Payment \$5.00

**Other Checking Account Fees**

- Insufficient Funds Charge – Paid \$25.00  
*(Overdrafts created by checks, ATM withdrawal, or other electronic means.)*
- Insufficient Funds Charge – Returned \$25.00  
*(Overdrafts created by checks, ATM withdrawal, or other electronic means.)*

Each time an item is presented an Insufficient Funds charge may be applied.

- Uncollected Funds Charge \$25.00
- Stop Payment \$25.00
- Instant Statement \$2.00 ea.
- Statement Copy \$5.00 ea.
- Check Copy \$5.00 ea.  
*(First 25 each year are free)*
- Checking Printing 4 styles available for free, for others the fee varies by style order

**Debit Card Service Charges**

- Foreign ATM (non-Needham bank ATM) fees 100% reimbursed for checking accts
- MasterMoney debit card transactions No Charge
- Debit Card Replacement \$5.00

**Bank Services & Charges**

**Wire Transfer Fee**

*Wire fees are exclusive of other banks' charges*

- Outgoing – Domestic \$25.00
- Outgoing – Foreign \$40.00
- Incoming – Foreign \$15.00

**Checks Processed**

- Foreign *(in U.S. Funds, sent for collection)* Varies
- In Foreign Funds \$10.00 ea.  
*(Collection charges are exclusive of other banks' charges)*

**Returned Check Charges**

- Returned third-party checks that have been cashed or deposited to your account. No Charge

**Other Charges**

- Official bank checks withdrawn from Savings, Checking or Money Market – One Free per Day; thereafter \$5.00 ea.
- Money Orders – Customers Only – Two Free per Day; thereafter \$2.00 ea.
- Passbook replacement \$5.00
- Debit Card Rush Fee \$62.00
- Account Research *(1-hour minimum)* \$25.00/hr.
- Attachment/Levy *(per account)* \$25.00
- Notary Public No Charge
- Signature Guarantee *(customers only)* No Charge
- Abandoned Property Fee \$25.00
- Summons to Trustee \$40.00

**Night Deposit Box**

- Replacement Key \$10.00

**Safe Deposit Boxes *(Wellesley & Dover Branches Only)***

SIZE	ANNUAL FEE
2 x 5	\$50.00
3 x 5	\$75.00
3 x 10	\$100.00
5 x 10	\$130.00
10 x 10	\$225.00

- Replacement Key \$25.00
- Late Payment *(after 30 days)* \$10.00
- Drilling \$225.00

Safe deposit box contents are not insured by FDIC or DIF. Requires auto-pay from a Needham Bank checking account.

## WHAT DOES NEEDHAM BANK DO WITH YOUR PERSONAL INFORMATION?

<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 income</li> <li>■ Account balances and payment history</li> <li>■ Purchase history, transaction history and payment history</li> <li>■ Credit history and credit scores.</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>HOW?</b>	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Needham Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Needham Bank share?	Can you limit this sharing?
<b>For our everyday business purposes-</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations or report to credit bureaus	Yes	No
<b>For our marketing purposes-</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes-</b> information about your transactions and experiences	No	No
<b>For our affiliates' everyday business purposes-</b> information about your creditworthiness	No	No
<b>For nonaffiliates to market to you</b>	No	No

<b>Questions?</b>	Call 781-444-2100 or go to <a href="http://NeedhamBank.com">NeedhamBank.com</a>
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Who we are	
<b>Who is providing this notice?</b>	Needham Bank
What we do	
<b>How does Needham Bank protect my personal information?</b>	<p>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.</p> <p>We are committed to the security of your information. We will only collect the minimum necessary to administer our business and to provide valuable products, services, and other opportunities to you. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulatory standards to safeguard your information.</p>
<b>How does Needham Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ Open an account or make a deposit</li> <li>■ Cash a check or apply for a loan</li> <li>■ Pay your bills or use your credit or debit card</li> <li>■ Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <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 nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Needham Bank has no affiliates</li> </ul>
<b>Nonaffiliates</b>	<p>We may share your information with nonaffiliates including government entities in response to subpoenas and other legal processes, credit bureaus, mortgage companies, credit card companies, companies providing servicing, processing, accounting, or other similar functions, marketing companies, and other financial institutions.</p>

<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>▪ Our joint marketing partners may include securities brokers.</li></ul>
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