



Business Debit Card Application

To request a Business Debit Card, please follow the steps listed below:

1. Complete the following Debit Card application.
2. Print and sign the application.
3. Return the signed, original copy of this application by using one of the following methods:
 - Provide to your Happen Bank corporate relationship manager.
 - Provide to a Happen Bank representative at any of our Banking Centers.
 - Send via regular mail to:

Happen Bank, N.A.
ATTN: Customer Service Department
PO Box 55063
Boston, MA 02205-8031

Once we receive and process your signed application, you will receive your Business Debit Card and Personal Identification Number (PIN) separately in the mail within 5-7 business days.

If you have any questions, please contact your relationship manager or our Customer Service Department via:

- Telephone at 800.242.0272
- Secure messaging through your Online Banking account
- Email at bankhelp@happen.com (general inquiries only)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Business Debit Card Application

Business Name: _____

Checking Account: _____ Savings Account: _____

Card Type and Daily Card Limit Overview

Please read the following instructions and complete the information in the "CARDHOLDER INFORMATION" section below.

The Standard Signature Limit allows the cardholder to make credit purchases (signature based) up to \$5,000.00 per day. Please select the ATM Withdrawal (W/D) and Debit Purchase (PIN-based) daily limit for each cardholder. Daily limit options for ATM Withdrawals and Debit Purchases are as follows: **\$500, \$1,000 or \$2,000**

Cardholder Information

ATM W/D & Debit Purchase Limit (\$500, \$1,000 or \$2,000)

Name: _____ Limit: _____

Name: _____ Limit: _____

Name: _____ Limit: _____

Name: _____ Limit: _____

Signatures: The undersigned Authorized signer(s) listed on the application hereby certifies that he/she has full authority to submit the application on behalf of the Business and certifies that all information in this application is true and complete and agrees to notify Happen Bank of material changes to such information. By signing this application, the undersigned on behalf of the Business requests that a Debit Business Card(s) be issued as indicated. The undersigned agrees that the Business shall be liable for transactions made in connection with the card(s), and that the Business shall be bound by the terms and conditions in the Debit Business Cardholder Agreement and in the Deposit Account Agreement for Business Accounts and Fee Schedule, as may be amended, from time to time. The undersigned authorizes the Issuer to verify any information provided in connection with this application and to obtain credit reports on the Business and Individual Signer(s) in connection with this application. The Business shall be liable for any expenses the Issuer incurs in collecting what is owed in connection with the card(s), to the extent permitted by law, including reasonable attorney's fees and court costs. Any card(s) issued hereunder remain the property of the Issuer and may be revoked or repossessed at any time and must be returned upon request. Use of the deposit account(s) confirms the Business accepts the terms and conditions governing the accounts.

Authorized Signature *Date*

Authorized Signature *Date*

Mail or Deliver Application to:

**Happen Bank, N.A.
ATTN: Customer Service Department
PO Box 55063
Boston, MA 02205-8031**

For Institution Use:

Performed by: _____ Date: _____

Business Debit Card Agreement Terms and Conditions

Introduction. This Business Debit Card Agreement ("Agreement") contains contract terms and other important information relating to your Business Debit Card ("Card"). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

Applicable Law. This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply.

Definitions. Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words "we," "our," and "us" refer to the financial institution which issues the Card. The words "you" and "your" refer to the owner of the specific account for which Card transactions are permitted. The word "Cardholder" refers to any person authorized by you to use the Card.

Business Card Purpose. You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose.

Account Requirement, Payment Responsibility, Transferability, Enforceability. The services described in this Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent. If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

How to Use the Business Card, Security Procedures. The Card allows Cardholders to directly access the business checking or savings account specified in your Card Application. We will issue Cards and codes to you at your request. Each Card will identify your business as well as the Cardholder. You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. You agree to require both a Card and either a PIN or a signature to be used together to purchase goods, pay for services or obtain cash at designated ATMs. A Card cannot be used to complete a transaction without a PIN or a signature. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return the Card to us. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and code. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

Amendment and Termination. We reserve the right to amend this Agreement at any time. Either you or we may terminate this Agreement; you must notify us in writing. Closing your account terminates this Agreement. You will remain responsible for transactions that occurred prior to the termination and transactions made using cards issued hereunder whether such transactions occurred prior to or after the termination. If the Agreement is terminated, all cards must be returned to us immediately.

Notices. Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

Order of Payment. Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks, drafts, and other items. **Overdraft Protection.** If your account has an overdraft protection feature, unless otherwise agreed in writing, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection feature. Your overdraft protection feature will be documented on a separate agreement. You should become familiar with that document as some of the terms, such as your liability for unauthorized transfers initiated with your Card, may vary from the terms of this Agreement.

Overdraft Protection. If your account has an overdraft protection feature, unless otherwise agreed in writing, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection feature. Your overdraft protection feature will be documented on a separate agreement. You should become familiar with that document as some of the terms, such as your liability for unauthorized transfers initiated with your Card, may vary from the terms of this Agreement.

Stop Payment. Only stop-payment requests from you or the Cardholder who authorized the transaction will be honored. However, because Card transactions are often processed immediately, stopping or amending payment is difficult and we cannot ensure that any request you make will be effective. In order to be effective, we must receive your request in time to give us a reasonable opportunity to act. Your request must precisely identify the transaction by date, time, location and dollar amount. Only you may release a stop-payment request.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

ATM Transfers. You may access your account by ATM using your Card and code to:

- make deposits to your checking account.
 - availability of service is based on card type, and service may not be available on certain card types
- make deposits to your checking account.
 - availability of service is based on card type, and service may not be available on certain card types
- get cash withdrawals from your checking account.
 - your dollar limitations will be disclosed in writing at Card issuance.
 - availability of service is based on card type, and service may not be available on certain card types
- get cash withdrawals from your savings account.
 - your dollar limitations will be disclosed in writing at Card issuance.
 - availability of service is based on card type, and service may not be available on certain card types
- transfer funds from your checking account to your savings account
 - availability of service is based on card type, and service may not be available on certain card types
- transfer funds from your savings account to your checking account
 - availability of service is based on card type, and service may not be available on certain card types
- get information about:
 - the account balance of your checking account.
 - availability of service is based on card type, and service may not be available on certain card types
 - the account balance of your savings account.
 - availability of service is based on card type, and service may not be available on certain card types

Some of these services may not be available at all terminals.

Point-of-Sale Transactions. You may access your checking or savings account with your Card to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card). Using your Card and/or code:

- your dollar limitations will be disclosed in writing at Card issuance
- availability of service is based on card type, and service may not be available on certain card type
- please refer to the separate fee schedule

Currency Conversion. If you effect a transaction with your Card in a currency other than US dollars, MasterCard, International Incorporated will convert the charge into a US dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the conversion rate used by MasterCard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

Advisory Against Illegal Use. You agree not to use your Card for illegal gambling or 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.

FEES. Please refer to the separate fee schedule for additional information on fees.

DOCUMENTATION. Terminal Transfers. You can get a receipt 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.

Retain Copies for Your Records. You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for canceled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Periodic Statements. You will get a monthly account statement from us for your checking and savings accounts that will also include a record of transactions made using your Card.

LIMITATIONS ON OUR LIABILITY. We will not be liable if:

- you do not have enough money in your account to make the transfer.
- you have an overdraft line and the transfer would cause you to exceed your credit limit.
- an ATM does not have sufficient cash.
- a terminal or system is not working properly.
- circumstances beyond our control (such as fire or flood) prevent the transfer.
- a merchant refuses to accept your Card.
- an ATM rejects your Card.

There may be other limitations on our liability.

UNAUTHORIZED TRANSFERS. Additional Risk Associated with Use of Business Purpose Cards. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

Your Liability for Use of Card and Unauthorized Use, Loss or Theft. YOU ARE FULLY RESPONSIBLE FOR ANY TRANSACTIONS (INCLUDING WITHOUT LIMITATION) ANY ADVANCES UNDER THE OVERDRAFT PROTECTION FEATURE OF YOUR ACCOUNT (IF ANY), MADE BY THE USE OF THE CARD. YOU AGREE TO REIMBURSE US IMMEDIATELY FOR ANY LOSS CLAIM OR DAMAGE WHICH WE SUSTAIN AS A RESULT OF THE USE OF ANY CARD ISSUED AT YOUR REQUEST. WE SHALL HAVE NO LIABILITY FOR ANY LOSS, CLAIM OR DAMAGE WHICH YOU SUSTAIN AS A RESULT OF THE USE OF ANY CARD ISSUED PURSUANT TO THIS AGREEMENT. THIS IS TRUE EVEN IF THE CARD IS LOST, STOLEN OR OBTAINED OR RETAINED BY A PERSON NOT AUTHORIZED BY YOU TO USE THE CARD AND EVEN IF THE USE OCCURS AFTER YOU HAVE ASKED US TO DEACTIVATE THE CARD, WHETHER OR NOT WE HAVE ACTED ON THAT REQUEST.

Statement Review and Errors or Questions About Your Electronic Banking Transactions. You agree to review your statement(s) as soon as you receive it/them. If there are errors or you have questions about any electronic banking transactions on your Account, or if you need more information about a transaction, please notify us at the telephone number or address listed below. Provide the following information:

- Your Account number, Account name, the Card number, and the name of the Cardholder;
- Describe the error of the electronic banking transaction you think is incorrect or have a question about; and
- The dollar amount of the suspected error.

**Happen Bank, N.A.
OPERATIONS DEPARTMENT
P.O. BOX 55063
BOSTON, MASSACHUSETTS 02205-8031
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 1-800-242-0272
bank.happen.com**

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 in advance (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 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. 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.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. 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.
9. When you make a transaction, be aware of 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. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an 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. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.
13. 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.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, 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 both the operator of the facility and the local law enforcement officials immediately.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK