



SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Settlement Agreement” or “Agreement”) is made and entered into on April 19, 2022, by and between (1) Plaintiffs Ethan A. Churchill (“Churchill”) and Rhonda York (“York”) (collectively, “Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Classes (defined below) and (2) Bangor Savings Bank (“Bangor”). The Settlement Class Representatives and Bangor are collectively referred to herein as the “Parties.” The Parties intend this Settlement Agreement to fully and finally resolve and settle all released rights and claims to the extent set forth below and subject to the terms and conditions set forth below.

RECITALS

1. On January 29, 2021, Churchill filed a class action complaint in the Superior Court, State of Maine, County of Penobscot, Docket No. PENS-CV-2021-00014, asserting a claim against Bangor for Breach of Contract and Breach of the Covenant of Good Faith and Fair Dealing, based on the alleged charging of overdraft fees and non-sufficient funds fees in connection with reinitiated automated clearinghouse (“ACH”) transactions (the “Retry Claims”).

2. On March 1, 2021, Churchill filed an amended class action complaint adding Elissa K. Tracey (“Tracey”) as a proposed class representative, based on the alleged charging of overdraft fees in connection with debit card transactions that were authorized with a positive account balance and settled with a negative account balance (the “APPSN Claims”).

3. The Retry Claims and the APPSN Claims, collectively, shall be referred to as the “Claims,” and the Retry Fees and the APPSN Fees, collectively, shall be referred to as the “Fees.”

4. On April 2, 2021, the case was transferred to the Court's Business and Consumer Docket, Docket No. BCD-CIV-2021-00027. Together, Docket Nos. PENSC-CV-2021-00014 and BCD-CIV-2021-00027 shall be referred to as the "Action."

5. On August 12, 2021, the Court issued its decision denying Bangor's motion to dismiss the amended class action complaint.

6. The Parties engaged in discovery, and Bangor produced account information for Churchill, Tracey, and York, in addition to other documents and information, including data regarding the amounts of Fees charged during the Class Period.

7. On January 27, 2022, the Parties participated in an arms-length mediation with the assistance of neutral, Professor Eric Green of Resolutions LLC.

8. Bangor denies any and all liability to Plaintiffs and members of the Settlement Classes and believes it would ultimately be successful in its defenses of all claims asserted in the Action, but nevertheless desires to settle the Action, and all claims that could have been alleged therein, on the terms set forth in this Agreement solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing these proceedings.

9. Plaintiffs and Class Counsel (defined below) have investigated the facts and law and have concluded that the Settlement is in the best interest of Plaintiffs and the Settlement Classes in order to avoid the risks and uncertainties of continuing these proceedings, and to assure meaningful benefits to the Settlement Classes.

10. The Parties agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any federal or state statute, rule or regulation, or principle of common law or equity, or of any liability or wrongdoing whatsoever,

or the truth of any of the claims asserted in the Action, or of the infirmity of any of the defenses that have been raised or could be raised by Bangor.

11. Without any admission or concession whatsoever by the Parties as to the strength or weakness of the merits of the claims and defenses asserted in the Action, it is hereby stipulated and agreed, in consideration of the covenants and agreements set forth herein, that the Action and all Released Claims shall be fully and forever settled, compromised, released, and dismissed on the merits with prejudice, subject to the Court's approval, on the following terms and conditions:

AGREEMENT

I. DEFINITIONS

As used in this Settlement Agreement, the terms defined below shall have the meanings assigned to them when capitalized in the same fashion as in this Section I of this Settlement Agreement.

1. "Account" means any personal or business checking account maintained by Bangor.
2. "Action" means the above-captioned action, *Ethan Churchill, et al. v. Bangor Savings Bank*, Docket No. BCD-CIV-2021-00027 (formerly Docket. No. PENSC-CV-2021-00014), pending in the State of Maine Business & Consumer Court, County of Cumberland, Town of Portland, including any current or future consolidations and amendments thereto.
3. "Agreement," "Settlement," or "Settlement Agreement" means this Settlement Agreement.

4. “Ankura” means Ankura Consulting, a data consulting and analysis firm that will assist with the determination of the Class Member List and Overdraft Forgiveness Amount, as described herein.

5. “APPSN Claims” means the claims asserted in the Complaint based on the charging of APPSN Fees.

6. “APPSN Class” means all Bangor Account holders who were charged one or more APPSN Fees during the Class Period.

7. “APPSN Fee” means any overdraft fee assessed to an Account during the Class Period for a debit card transaction that was authorized with a positive account balance and settled with a negative account balance, as identified by Ankura based on review and analysis of reasonably accessible Bangor transactional data and information.

8. “Attorneys’ Fees” means the attorneys’ fees and costs related to this Settlement Agreement that Class Counsel intend to seek under Section IV.C. of this Settlement Agreement.

9. “Bangor” means Bangor Savings Bank.

10. “Charged-Off Account” means any Account of a Settlement Class Member that: (i) was assessed an APPSN Fee or Retry Fee; (ii) was closed with an APPSN Fee or Retry Fee owing to Bangor; and (iii) continues to owe an APPSN Fee or Retry Fee to Bangor as of the date of Final Approval, as identified by Ankura based on review and analysis of reasonably accessible Bangor transactional data and information.

11. “Claims” means the Retry Claims and the APPSN Claims.

12. “Class Counsel” means Berman & Simmons, P.A. and KalieGold PLLC.

13. “Class Notice” means the notice, substantially in the form attached as Exhibit A, that will be provided to the Settlement Classes pursuant to Section III.C. of this Agreement.

14. “Class Period” means March 1, 2017 through the Preliminary Approval Date.
15. “Complaint” means the Second Amended Class Action Complaint filed in this Action on April 18, 2022.
16. “Court” means the Maine Business and Consumer Court.
17. “Effective Date” means the Final Approval Date, or such date as the Parties otherwise agree in writing.
18. “Fee Application” means Class Counsel’s application for attorneys’ fees and costs.
19. “Fees” means the overdraft fees and non-sufficient funds fees that are at issue in the Claims.
20. “Final Approval” means the approval of this Settlement Agreement by the Court at or following the Final Approval Hearing, and entry of the Final Approval Order on the Court’s docket.
21. “Final Approval Date” means the last date on which all of the following have occurred:
 - (a) The Court has issued all necessary orders under Me. R. Civ. P. 23 approving the Settlement in a manner substantially consistent with the terms and intent of this Agreement;
 - (b) The Court enters a Final Approval Order and judgment finally approving the Settlement of the Action in a manner substantially consistent with the terms and intent of this Agreement; and
 - (c) Either: (i) 35 days have passed after entry of the Court’s Final Approval Order and judgment, and within such time, no appeal is taken, or (ii) if an appeal is

taken, the date upon which all appeals (including any requests for rehearing or other appellate review), as well as all further appeals therefrom (including all petitions for certiorari) have been finally resolved in a manner that is substantially consistent with the terms and intent of this Agreement, as determined by Bangor, and the deadline for taking any further appeals has expired such that no future appeal is possible.

22. “Final Approval Hearing” means the hearing at or after which the Court will determine whether to finally approve the Settlement as fair, reasonable, and adequate.

23. “Final Approval Order” means the Final Approval Order to be submitted to and entered by the Court in connection with the Final Approval Hearing, the proposed form of which is attached hereto as Exhibit B.

24. “Last Known Address” means the most recently-recorded mailing address for a Settlement Class Member, as such information is contained in Bangor’s electronic records, or as updated by the procedures set forth herein.

25. “Net Settlement Fund” means the Settlement Amount, after deductions for: (i) any award of attorneys’ fees and costs; (ii) any service awards to the Settlement Class Representatives; (iii) the cost of Class Notice; (iv) Settlement Administration Expenses; and (v) Taxes.

26. “Opt-Out and Objection Deadline” means the date 60 days after the deadline for the completion of Class Notice, or any other date set by the Court, by which Settlement Class Members must opt out of the Settlement or make any objection to the proposed Settlement, the Fee Application, and/or the Service Award Application, in accordance with the procedures set forth herein and/or in any order of the Court.

27. “Overdraft Forgiveness Amount” means the total amount, up to a maximum of \$500,000, that Bangor, without admission of liability, agrees to provide as consideration for this Settlement in the form of reductions to the outstanding Retry Fees and/or APPSN Fees owed to Bangor, as identified by Ankura based on review and analysis of reasonably accessible Bangor transactional data and information, for Settlement Class Members with Charged-Off Accounts.

28. “Plaintiffs” means Ethan A. Churchill and Rhonda York.

29. “Preliminary Approval” means preliminary approval of the Settlement Agreement by the Court, conditional certification of the Settlement Classes, and approval of the method and content of the Class Notice to the Settlement Class Members.

30. “Preliminary Approval Date” means the date on which the Preliminary Approval Order, or any other order(s) preliminarily approving the settlement, are entered by the Court.

31. “Preliminary Approval Hearing” means the hearing at or after which the Court will determine whether to preliminarily approve the Settlement as fair, reasonable, and adequate and authorize the mailing of the Class Notice.

32. “Preliminary Approval Order” means the order to be submitted to and entered by the Court in connection with the Preliminary Approval Hearing, the proposed form of which is attached hereto as Exhibit C.

33. “Released Claims” means the claims and matters released in Section V of this Settlement Agreement.

34. “Released Parties” means the individuals and entities released in Section V of this Settlement Agreement.

35. “Retry Claims” means the claims asserted in the Complaint, based on the charging of Retry Fees.

36. “Retry Class” means all Bangor Account holders who were charged one or more Retry Fees during the Class Period.

37. “Retry Fee” means a non-sufficient funds fee and/or an overdraft fee in connection with an ACH entry on an Account that (a) was resubmitted by the merchant or its bank with a “RETRY PYMT” indicator after the initial request for payment was declined or (b) was preceded by another returned ACH entry submitted by the same merchant in the same amount within the last ten days, so long as the merchant had not used the “RETRY PYMT” indicator on a resubmitted transaction.

38. “Service Award Application” means Class Counsel’s application for service awards to the Settlement Class Representatives.

39. “Settlement Administrator” means Epiq, subject to Court approval.

40. “Settlement Administration Expenses” means the costs and expenses reasonably and actually incurred in obtaining the services of the Settlement Administrator to facilitate the Settlement and the costs and expenses incurred by Ankura to prepare the Class Member List and determine the Overdraft Forgiveness Amount, including but not limited to costs of identifying Class Members and Fees assessed to Charged-Off Accounts, printing and mailing the Class Notice, establishing a settlement website, mailing settlement checks to Class Members, and related services.

41. “Settlement Amount” means Two Million Dollars (\$2,000,000) which shall be inclusive of: (i) all payments to Settlement Class Members; (ii) all attorneys’ fees and expenses; (iii) any service awards to the Settlement Class Representatives; (iv) the cost of Class Notice; (v) Settlement Administration Expenses; (vi) the Overdraft Forgiveness Amount; and (vii) Taxes.

42. “Settlement Class Member” means a person in the Settlement Classes who is not a Successful Opt-Out. If an Account has more than one account holder, then all authorized account holders shall be treated as one Settlement Class Member for purposes of the Settlement.

43. “Settlement Class Member Payment” means the payment to a Settlement Class Member from the Settlement Amount.

44. “Settlement Class Member List” means the list of all known Settlement Class Members to be provided by counsel for Bangor to the Settlement Administrator in accordance with the terms and provisions of Section III.C.1. hereof. The Settlement Class Member List will be compiled by Ankura based on reasonably accessible transactional data and other information provided by Bangor. The costs of identifying and preparing the Settlement Class Member List, including any work done prior to the execution of the Settlement Agreement, shall be paid out of the Settlement Fund.

45. “Settlement Class Representatives” means Ethan A. Churchill and Rhonda York.

46. “Settlement Classes” means, collectively, the APPSN Class and the Retry Class.

47. “Settlement Fund” means the Settlement Amount, and any other funds held in escrow by the Settlement Administrator pursuant to this Settlement Agreement, including accrued interest.

48. “Successful Opt-Out” means any person or persons who timely and validly exercise their right to opt out of the Settlement Classes, pursuant to Section III.C.9. hereof and Me. R. Civ. P. 23, but shall not include, in the discretion of the Parties: (a) persons whose Opt-Outs are challenged by Bangor and the challenge is not overruled by the Court or withdrawn by Bangor; (b) persons whose communications are not treated as an Opt-Out, as provided in Section

III.C.9. hereof; and (c) persons who purport to opt out of the Settlement as a group, aggregate or class.

49. “Taxes” means (1) all federal, state, or local taxes of any kind on any income earned on the Settlement Fund and (2) the reasonable expenses and costs incurred by the Settlement Administrator in connection with determining the amount of, and paying, any taxes owed on interest accrued on the Settlement Fund (including, without limitation, reasonable expenses of tax attorneys and accountants).

50. “Uncashed Settlement Checks” means any checks sent to Settlement Class Members that remain uncashed after a period of 180 days from the date of the first distribution of checks to Settlement Class Members.

Capitalized terms used in this Settlement Agreement but not defined above shall have the meaning ascribed to them in this Settlement Agreement, including the attached Exhibits.

II. SETTLEMENT CLASSES

A. Class Definitions. In order to effectuate the Settlement, the Parties agree and consent, for settlement purposes only, and subject to Court approval, that the following Settlement Classes shall be certified:

Retry Class: All Bangor Account holders who were charged one or more Retry Fees during the Class Period.

APPSN Class: All Bangor Account holders who were charged one or more APPSN Fees during the Class Period.

The Parties’ agreement as to certification of the Settlement Classes is solely for purposes of effectuating a settlement and for no other purpose. Bangor retains all of its objections, arguments, and defenses with respect to class certification, and reserves all rights to contest class certification, if the Settlement set forth in this Settlement Agreement does not receive the Court’s final approval, if the Court’s approval is reversed or vacated on appeal, if this Settlement

Agreement is terminated as provided herein, or if the settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement does not receive the Court's final approval, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Classes becomes null and void ab initio, and this Settlement Agreement or any other Settlement-related statement may not be cited regarding certification of the Settlement Classes, or in support of an argument for certifying a class for any purpose related to this or any other proceeding.

B. Settlement Class Representatives. The Parties agree that, for settlement purposes only, the following Class Representatives are adequate representatives of the Settlement Classes as follows: (1) Retry Class: Ethan A. Churchill; (2) APPSN Class: Rhonda York.

III. SETTLEMENT PROCEDURES

A. Settlement Administrator. Subject to Court approval, Epiq will administer the Settlement. All costs of settlement administration shall be paid from the Settlement Fund.

B. Preliminary Approval Motion.

As soon as practicable after the execution of this Agreement, Plaintiffs' Counsel shall move the Court for an order substantially in the form of Exhibit C hereto, which shall specifically include provisions that: (a) preliminarily approve the Settlement memorialized in this Agreement as fair, reasonable and adequate; (b) certify the Settlement Classes as defined herein for settlement purposes only; (c) set a date for a Final Approval Hearing; (d) approve the

proposed Class Notice that is attached as Exhibit A, and authorize its dissemination to Settlement Class Members; (e) set deadlines consistent with this Agreement for mailing of the Class Notice, opting out of or objecting to the Settlement, and filing papers in connection with the Final Approval Hearing; (f) appoint Settlement Class Representatives as class representatives and Class Counsel as counsel for the Settlement Classes; and (g) approve the appointment of the Settlement Administrator.

C. Class Notice.

The Settlement Administrator shall provide timely Class Notice in the manner and form approved by the Court.

1. Within ninety (90) days of the Preliminary Approval Date, counsel for Bangor shall provide to the Settlement Administrator the Settlement Class Member List. In preparing the Settlement Class Member List, Bangor shall have no obligation to look beyond information obtainable from Bangor's readily-searchable electronic databases. The Settlement Class Member List shall specify:

- (a) The names of all Settlement Class Members;
- (b) The Last Known Address for each Settlement Class Member;
- (c) The number of Fees charged to each Account during the Class Period; and
- (d) The current status of each Account (active or inactive).

The Settlement Administrator shall utilize current U.S.P.S. software and/or the National Change of Address ("NCOA") database searches to update the address records so that a Settlement Class Member's most recent address will be utilized for mailing purposes.

2. The Settlement Class Member List and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Neither the Settlement Class Member List, nor the information contained in it, shall be reproduced, copied, stored, or distributed in any form, electronic or otherwise, and shall be subject to return or destruction pursuant to Section VII.E.2 of this Agreement.

3. The Settlement Administrator shall provide notice of this Settlement and the Final Approval Hearing to all Settlement Class Members by mailing a copy of the Class Notice. Unless adjusted by Court order, the mailing of all Class Notices shall be completed within 21 days of the Settlement Administrator's receipt of the Settlement Class Member List.

4. Prior to the dissemination and mailing of the Class Notice to any Settlement Class Member, the Settlement Administrator shall establish an Internet website, using a domain to be mutually agreed upon by the Parties (the "Settlement Website"), which will contain the Class Notice and inform Settlement Class Members of the relevant dates and deadlines and related information. The website shall include, in .pdf downloadable format, the following: (i) the Class Notice; (ii) the Preliminary Approval Order; (iii) this Agreement (including all of its Exhibits), (iv) the Complaint; and (v) any other materials agreed upon by the Parties and/or required by the Court. The Internet website shall provide persons in the Settlement Class with the ability to complete and submit a request for exclusion or opt out at all times prior to the Opt-Out and Objection Deadline.

5. The cost of providing the Class Notice to each person on the Settlement Class Member List including, without limitation, postage costs and data processing, shall be paid solely from the Settlement Fund and Bangor shall have no additional obligation or

liability with respect to such costs or expenses. The Parties, in good faith, will endeavor to minimize these costs to the extent possible or prudent.

6. In the event that a Class Notice is returned to the Settlement Administrator by the U.S.P.S. because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Class Notice to the forwarding address within seven (7) days of receiving the returned Class Notice.

7. In the event that subsequent to the first mailing of a Class Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Class Notice is returned to the Settlement Administrator by the U.S.P.S. because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Class Notice within seven (7) days of receiving such information.

8. For a period of 360 days after the Preliminary Approval Date, or 225 days after the Effective Date, whichever is longer, the Settlement Administrator shall maintain, at its expense, a post office box or address, as well as a functioning e-mail address, to receive communications in connection with the Settlement.

9. Opt-Out Rights.

(a) The Class Notice shall permit Settlement Class Members to exclude themselves from the Settlement Classes and not to be bound by this Agreement, if, within such time as is ordered by the Court and contained in the Class Notice, the Settlement

Class Member either: (i) signs and mails a notice of intention to opt out to the Settlement Administrator (in no particular format, but which contains the Settlement Class Member's name, address, and telephone number and the words "opt out," "exclusion," or words to that effect clearly indicating an intent not to participate in the settlement); or (ii) completes and electronically submits the opt-out form on the Settlement Website. If there is more than one account holder on an Account, all account holders must execute the notice of intention to opt out for the opt-out to be effective. If necessary, the Parties shall confer as to whether a communication from a Settlement Class Member is a request to opt out, and shall inform the Court of their position at the Final Approval Hearing. In no event shall any notice in which a Settlement Class Member purports to opt out any other person (including any group, aggregate, or class involving more than one Settlement Class Member) be considered a valid opt-out. Individuals are not permitted to exclude other individuals, and if there is a group of opt-outs, each individual Settlement Class Member must evidence his or her intent by complying with the procedures above. Any opt-out submitted by a Settlement Class Member on behalf of a group, aggregate, or putative class shall be deemed valid as to that Settlement Class Member only, and shall be invalid as to the group, aggregate, or putative class.

(b) The Class Notice shall provide that requests by any Settlement Class Member to opt out of the Settlement must either be (i) mailed to the Settlement Administrator postmarked by the Opt-Out and Objection Deadline, or (ii) submitted on the Settlement Website by the Opt-Out and Objection Deadline, or be forever barred.

(c) The Settlement Administrator must send Bangor's counsel and Class Counsel copies of any opt-out notices it receives within seven (7) days of receipt. Bangor's Counsel or Class Counsel may dispute an opt-out or purported opt-out, including an

attempt to opt out as a group, aggregate or class. Such objection shall be effective to void any opt-out or purported opt-out unless and until there is a ruling by the Court that the objection should be rejected or overruled. The Court shall retain jurisdiction to resolve such disputes. Any decision by Bangor's counsel not to dispute an opt-out or purported opt-out shall not be a waiver, determination or preclusive finding against Bangor with respect to any other opt out notice.

10. Opt-Out Termination. The terms set forth herein will be null and void, at Bangor's option, if more than one percent (1%) of the Settlement Class Members opt out of the Settlement Classes. If Bangor elects to terminate the Settlement pursuant to this term, it must inform Class Counsel within ten (10) business days of learning that the Opt-Out Termination threshold has been reached.

11. Representation of Successful Opt-Outs. Class Counsel shall not solicit or represent Settlement Class Members who are Successful Opt-Outs.

12. Objections To The Settlement.

(a) The Class Notice shall permit any Settlement Class Member who does not opt out of the Settlement to appear at the Final Approval Hearing to object to the proposed Settlement and/or to the Fee Application and/or the Service Award Application, but only if the Settlement Class Member has first filed a written objection with the Clerk of Court, in accordance with the requirements set forth in Section III.C.12.b. below, by the Opt-Out and Objection Deadline. Further, any Settlement Class Member who intends to appear at the Final Approval Hearing must file a Notice of Intention to Appear with the Clerk of Court and serve the Notice on all Parties.

(b) In order to be heard at the Final Approval Hearing, the Settlement Class Member must make his, her, or their objection in writing and file it with the Court by the

Opt-Out and Objection Deadline and serve the objection on all Parties, postmarked not later than the last day to file the objection, at the following addresses: (i) Class Counsel – Sophia Gold, KaliefGold PLLC, 1100 15th Street, 4th Floor, Washington, D.C. 20005; and (ii) counsel for Bangor – Laura Stoll, GOODWIN PROCTER LLP, 601 South Figueroa Street, Suite 4100, Los Angeles, CA 90017. An objection must: (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a member of the Settlement Classes; (b) include a detailed statement of such Settlement Class Member’s specific objections; (c) state the grounds for such objections; (d) identify all documents which the Settlement Class Member asks the Court to consider; and (e) if the Settlement Class Member is represented by counsel concerning the objection, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the Fee Application or the Service Award Application, the name of such counsel.

(c) Settlement Class Representatives and Bangor may file responses to any objections that are submitted by a Settlement Class Member.

(d) Any Settlement Class Member who does not provide a timely, written objection shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the award of attorneys’ fees and costs, or the service award.

D. Final Approval.

1. At the time designated by the Court, Plaintiffs shall move the Court for an order, substantially in the form of Exhibit B hereto, which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable, and adequate; (b) find that the Class Notice as distributed was the best notice practicable under the circumstances and

fully satisfied the requirements of due process and applicable rules; (c) approve the plan of distribution of the Settlement Amount and interest accrued thereon; (d) finally certify the Settlement Classes; (e) confirm that Plaintiffs and the Settlement Class Members (except those who have timely and validly requested exclusion from the Settlement Classes) have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in the Agreement, and subject to the Court's continuing jurisdiction over the Parties and the Settlement Fund for the purpose of enforcement of the terms of the Settlement Agreement.

2. At the Final Approval Hearing, Settlement Class Representatives and Class Counsel shall make a good faith effort to present sufficient evidence to support the entry of the Final Approval Order, and shall present such evidence as they deem appropriate to support any award of attorneys' fees and costs.

IV. SETTLEMENT CONSIDERATION

A. Monetary Consideration.

1. Settlement Amount. In exchange for the releases described below and dismissal of the Action with prejudice, Bangor agrees to pay the total Settlement Amount of Two Million Dollars (\$2,000,000) in full settlement of the Action. The Settlement Amount shall include (i) all payments to Settlement Class Members; (ii) all attorneys' fees and expenses; (iii) any service awards to the Settlement Class Representatives; (iv) the cost of Class Notice; (v) Settlement Administration Expenses; (vi) the Overdraft Forgiveness Amount; and (vii) Taxes. Under no circumstances shall Bangor be required to pay any amount in addition to the Settlement Amount in connection with the Settlement.

2. Payments to Ankura. Within ten (10) days of the Preliminary Approval Date, Ankura shall make a good faith estimate of the Settlement Administration Expenses that will be necessary prior to the Effective Date (“Advance Settlement Class Member List Costs”) to identify and prepare the Settlement Class Member List. Within fourteen (14) days of receiving Ankura’s estimate of Advance Settlement Class Member List Costs, Bangor shall deposit the Advance Settlement Class Member List Costs to the Settlement Fund, which advances shall be credited against the Settlement Amount. Payment of costs and expenses incurred by Ankura after January 27, 2022 to prepare the Settlement Class Member List and determine the Overdraft Forgiveness Amount, including but not limited to costs of identifying Class Members and Fees assessed to Charged-Off Accounts, shall be paid exclusively from the Settlement Fund.

3. Advance Class Notice Costs. Within seven (7) days of the delivery of the Settlement Class List, the Settlement Administrator shall make a good faith estimate of the Settlement Administration Expenses that will be necessary prior to the Effective Date (the “Advance Class Notice Costs”) based on the number of Class Notices to be mailed and the costs of producing and mailing the Class Notices and establishing a settlement website. Within fourteen (14) days after delivery of the Settlement Class List, Bangor shall deposit the Advance Class Notice Costs to the Settlement Fund, which advances shall be credited against the Settlement Amount. Bangor shall pay no portion of the Settlement Amount, including any Advance Notice Costs or Advance Class Member List Costs, until it has received a properly completed W-9 Form from the Settlement Administrator.

4. Settlement Fund Balance. Within twenty (20) business days after the date of entry of the Final Approval Order, Bangor shall pay the balance of the Settlement Fund

(less the Advance Class Member List Costs and the Advance Class Notice Costs previously provided to the Settlement Administrator).

5. Refund Upon Termination. In the event that the Settlement is not approved, or is terminated, canceled, or fails to become effective for any reason, the remaining Settlement Fund (including accrued interest), less expenses and Taxes incurred or due and owing and payable from the Settlement Fund in accordance with this Agreement, shall be refunded to Bangor.

B. Distribution Plan.

1. Calculation of Settlement Class Member Payment. Each Settlement Class Member who paid at least one Fee during the Class Period that falls within the definition of one or both of the Settlement Classes shall be entitled to receive a Settlement Class Member Payment. The following method will be used to calculate the Settlement Class Member Payments. The Settlement Amount, after deductions for: (i) any award of attorneys' fees and costs; (ii) any service awards to the Settlement Class Representatives; (iii) the cost of Class Notice; (iv) Settlement Administration Expenses; and (v) Taxes (Net Settlement Fund), will be divided on a pro rata basis as follows:

$$\text{Class Member's Pro Rata \%} = \frac{\text{Amount of APPSN Fees and Retry Fees Paid by That Class Member}}{\text{Total Amount of APPSN Fees and Retry Fees Paid by All Class Members}}$$

$$\text{Class Member's Distribution} = \text{Class Member's Pro Rata \%} \times \text{Net Settlement Fund}$$

2. Settlement Class Members With Active Accounts. Within fifteen (15) days of the Effective Date, the Settlement Administrator will wire to Bangor the funds necessary to make all Settlement Class Member Payments to Settlement Class Members whose applicable Accounts are still active. Bangor shall then directly deposit the Settlement Class Member

Payments into the Settlement Class Members' active Accounts within 60 days after the Effective Date. If any Settlement Class Members close their applicable Account before Bangor can deposit their Settlement Class Member Payment, Bangor shall deposit those Settlement Class Member Payments back into the Settlement Fund, and those Settlement Class Members shall be paid by check from the Settlement Administrator in accordance with Section IV.B.3. below. The checks shall have the same expiration date as the checks sent to Settlement Class Members with closed Accounts, as outlined in Section IV.B.3 below.

3. Settlement Class Members With Closed Accounts That Are Not Charged-Off Accounts. For Settlement Class Members whose applicable Accounts are no longer active, but are not Charged-Off Accounts, the Settlement Administrator shall mail checks in the amount of each Settlement Class Member Payment within 60 days after the Effective Date. The checks shall indicate that they expire 180 days after the date on which the check is issued.

4. Overdraft Forgiveness for Charged-Off Accounts. For each Charged-Off Account belonging to a Settlement Class Member, the Account's outstanding balance due to Bangor shall be reduced by the total amount of Retry Fees and/or APPSN Fees, as identified by Ankura based on review and analysis of reasonably accessible Bangor transactional data and information, for that Account. Bangor will implement the Overdraft Forgiveness within 60 days after the Effective Date.

5. Deceased Settlement Class Members. Deceased Settlement Class Members' Settlement Class Member Payments shall be paid by check made out to the estate of the deceased Settlement Class Member, provided that, prior to the Effective Date, the Settlement Class Member's estate informs the Settlement Administrator of the Settlement Class Member's death and provides a death certificate confirming that the Class Member is deceased.

6. Redistribution of Uncashed Settlement Checks. Within fifteen (15) days after the Settlement checks expire (195 days from the date that the Settlement Administrator issues the Settlement checks to Settlement Class Members), the Settlement Administrator shall, if economically feasible, redistribute any funds remaining as a result of Uncashed Settlement Checks (less the cost of redistribution) in equal amounts to Settlement Class Members whose Settlement checks were cashed and Settlement Class Members whose Settlement payments were directly deposited into their Accounts, by mailing checks to those Settlement Class Members. If the distribution of remaining funds costs more than the amount to be distributed or is otherwise economically unfeasible, or if additional funds remain after a second distribution, the remainder of the Settlement Fund (less costs of settlement administration) will be paid to *cy pres* recipient(s) identified by the Parties.

7. Tax Obligations. The Parties shall have no responsibility or liability for any federal, state, or other taxes owed by Settlement Class Members as a result of, or that arise from, any Settlement payments to Settlement Class Members or any other term or condition of this Agreement.

C. Attorneys' Fees and Service Awards.

1. At least twenty-one (21) days before the Opt-Out and Objection Deadline, Class Counsel may apply to the Court for an award of attorneys' fees and costs via a Fee Application, and for service awards to the Settlement Class Representatives via a Service Award Application, all to be paid from the Settlement Fund. Class Counsel will provide the current draft of their Fee Application and their brief in support of their Fee Application to counsel for Bangor no less than three business days before filing. Bangor agrees not to object to Class Counsel's request for attorneys' fees not to exceed one-third (1/3) of the Settlement

Amount. Based upon the Settlement Amount of \$2,000,000, Bangor will not object to a request for attorneys' fees of up to \$666,666.67, in addition to reasonable costs actually incurred and paid. However, Bangor reserves its right to object to or oppose any request for attorneys' fees over and above \$666,666.67, in addition reasonable costs actually incurred and paid.

2. Class Counsel expressly disclaim any and all right to collect attorneys' fees and costs in excess of the amount awarded by the Court from any person or entity, and agree, upon demand, to execute a release of any person's or entity's obligation to pay such sums. Class Counsel is responsible for distributing any award of attorneys' fees and costs amongst themselves. Bangor shall not be liable for any claims ensuing from the distribution of attorneys' fees and costs.

3. Bangor shall have no obligation to pay any attorneys' fees or costs to Class Counsel, or any service awards to the Settlement Class Representatives, except as part of the Settlement Amount. Any attorneys' fees and costs and service awards approved by the Court shall be paid from the Settlement Fund within 30 days after the Final Approval Date.

4. The Settlement is not conditioned upon the Court's approval of the fees or costs sought by Class Counsel or the service awards sought by Plaintiffs. Any appellate proceedings relating solely to the award of attorneys' fees and costs and/or the service awards shall not delay the effectuation of the Releases contained herein.

D. The Settlement Fund.

1. The Settlement Administrator shall invest the Settlement Fund in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in an account fully insured by the

United States Government, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Fund.

2. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and counsel for Bangor or by order of the Court.

3. All funds held by the Settlement Administrator shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Settlement Agreement or further order of the Court.

E. Taxes.

1. Bangor (a) shall have the right to impose any reasonable terms and conditions on the operation and maintenance of the Settlement Fund, and of any funds it pays in connection with the Settlement, that it deems appropriate to take advantage of the Qualified Settlement Fund provisions of the tax code or to protect the moneys from intentional or unintentional diversion, expenditure, forfeiture, escheat, or other dispersion that is inconsistent with the express terms of the Settlement, and (b) shall inform Class Counsel of any such terms and conditions. In the event Bangor desires to have the Settlement Administrator enter into an agreement or undertaking to take advantage of the Qualified Settlement Fund provisions of the tax code or to protect the moneys in accordance with this paragraph, or to obtain any order from the Court in connection with this paragraph, Plaintiffs agree not to object to such requested agreement or order other than on the grounds that the terms or relief sought, in whole or in part, is inconsistent with the express terms of the Settlement.

2. For the purpose of this Section IV.E, references to the Settlement Fund shall include both the portion of the Settlement Amount deposited into escrow and any earnings thereon.

V. RELEASES

A. Plaintiffs and the Settlement Class Members provide the following releases:

1. Upon Final Approval, and in consideration of the promises and covenants set forth in this Settlement Agreement, Settlement Class Representatives and each Settlement Class Member, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, joint tenants, tenants in common, tenants by the entirety, co-borrowers, co-obligors, co-debtors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf will be deemed to have completely released and forever discharged Bangor, and each of its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, shareholders, agents, assigns, and third party suppliers and vendors (collectively, the “Released Parties”), from any claim, right, demand, charge, suit, matter, damage, loss, complaint, action, cause of action, obligation, or liability of any and every kind and description, from the beginning of the world until today, that arises out of common law, state law, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, apparent or unapparent, matured or unmatured, disclosed or undisclosed, accrued or unaccrued, latent or patent, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that were or could have been asserted in the Action, or which could be raised in the future, in any court, tribunal, forum, or proceeding, arising out of,

in connection with, or relating in any way to the allegations made in the Action or the underlying facts and circumstances concerning the Retry Claims and the APPSN Claims, including, but not limited to, any claims or defenses concerning the Retry Claims and the APPSN Claims, and any violation and/or alleged violation of state and/or federal law, whether common law or statutory, arising from, relating to, or in connection with the Retry Claims and APPSN Claims (the “Released Claims”).

2. Without limiting the foregoing, the Released Claims specifically extend to claims that arise out of, relate to, or are in connection with the assessment of Fees that the Settlement Class Representatives and the Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the releases therein, becomes effective. This paragraph constitutes a waiver by the Settlement Class Representatives, and shall be deemed to be a waiver by all Settlement Class Members, of any statutes, laws, or legal principles of any state providing, in effect, that a release does not extend to claims that the releasing party does not know or suspect to exist when executing the release and that, if known, would have affected his or her settlement with the released party, or language similar in purpose.

3. Settlement Class Representatives understand and acknowledge, and all Settlement Class Members shall be deemed to understand and acknowledge, the significance of the waiver set forth in the prior paragraph. In connection with such waiver and relinquishment, Settlement Class Representatives acknowledge, on behalf of themselves and all Settlement Class Members, that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, and finally, and

forever, all Released Claims, and in furtherance of such intention, the release of the Released Claims provided to the Released Parties will be and remain in effect notwithstanding the discovery or existence of any additional or different facts. This is true whether such claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

4. Settlement Class Representatives, on behalf of themselves and the Settlement Class Members, covenant and agree: (i) not to sue, institute, cause to be instituted, permit to be instituted on their behalf, or assist in instituting or prosecuting any proceeding, or otherwise assert any Released Claims against any Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Classes but who requested to be excluded from the Settlement Classes, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Settlement Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

5. Nothing in this Agreement shall operate or be construed to release any claims or rights Bangor has to recover any past, present, or future amounts that may be owed

by Settlement Class Representatives or any Settlement Class Member on any accounts, loans, or debts with Bangor, pursuant to the terms and conditions of such accounts, loans, or debts; provided, however, that Bangor shall release its claims or rights to recover any amounts forgiven on any Charged-Off Account as described in this Agreement.

B. Dismissal.

If the Settlement Agreement is finally approved, the Parties agree that Plaintiffs will cause the claims in the Action to be dismissed with prejudice, with all parties to bear costs not otherwise awarded.

VI. REPRESENTATIONS AND WARRANTIES

A. Attorneys' Fees and Costs. Settlement Class Representatives and Class Counsel represent and warrant that (i) the Settlement Amount includes all attorneys' fees and costs incurred in connection with the Action, and (ii) any Fee Application they file shall include all persons (natural or legal) having any interest in any award of attorneys' fees or costs in connection with the Action. Any Fee Application shall include within its scope all attorneys and law firms with a financial interest in any such award. Settlement Class Representatives and Class Counsel agree to indemnify and hold harmless Bangor and all Released Parties against any claims related to or arising from any other persons or entities claiming any interest in any award of attorneys' fees or litigation costs in connection with the Action or the Released Claims.

B. Best Efforts. Plaintiffs and Class Counsel represent and warrant that they shall use their best efforts to cause the Court to grant Preliminary and Final Approval of this Agreement as promptly as possible, use their best efforts to resist and oppose any or all objections to the Settlement and any or all attempts to opt out of the Settlement on any basis

other than an individual basis, and take or join in such other steps as may be necessary to implement this Agreement and to effectuate the Settlement.

C. Cooperation. Plaintiffs and Class Counsel represent and warrant that they shall cooperate with Bangor and Bangor's Counsel in executing any additional documents required for implementation, effectuation, and/or documentation of the Settlement.

D. Parties Authorized to Enter into Settlement Agreement. Any individual executing this Settlement Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute this Settlement Agreement on such Party's behalf and to carry out the obligations provided for therein. Each individual executing this Agreement on behalf of a Party covenants, warrants, and represents that he or she is and has been fully authorized to do so by such Party. Each Party represents and warrants that he, she, or it intends to be bound fully by the terms of this Settlement Agreement.

E. Breach of Settlement Agreement. If any person, legal or natural, breaches the terms of any of the representations and warranties in this section, he, she, or it shall be fully liable for all damages he, she, or it caused, including legal fees and costs reasonably incurred as a consequence of the breach, to any adversely affected Party. Any adversely affected Party may institute a proceeding before the Court to recover all sums due and owing under this paragraph, and to seek additional equitable relief as the Court deems proper and just, and the Court shall retain jurisdiction over this matter to entertain such proceedings.

F. Advice of Counsel. Each Party to this Settlement Agreement warrants that he, she, or it is acting upon his, her or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of

any nature or kind by any other party, other than the warranties and representations expressly made in this Settlement Agreement.

G. Agreement Review. This Settlement Agreement has been carefully read by each of the Parties, or the responsible officers thereof, and its contents are known and understood by each of the Parties. This Settlement Agreement is signed freely by each Party executing it.

H. No Assignment, Transfer, Grant. No Party to this Settlement Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Settlement Agreement.

VII. MISCELLANEOUS PROVISIONS

A. Settlement Conditioned Upon Approval. In addition to the provisions hereof, this Settlement Agreement shall be subject to the ordinary and customary judicial approval procedures. If the Settlement is not finally approved, certification of the Settlement Classes will be void, no doctrine of waiver, estoppel, or preclusion shall be asserted in any litigated class certification proceedings in the Action or any other action relating to the subject matter of this Settlement, and this Settlement Agreement and its existence shall be inadmissible to establish any fact relevant to class certification or any alleged liability of Bangor for the matters alleged in the Action or for any other purpose. In the event that the Settlement is not approved as presented, or Bangor terminates the Settlement as permitted herein, the Parties agree that neither the terms of this Settlement Agreement, the Parties' settlement negotiations, nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders, or public statements, may be used as evidence for any purpose whatsoever. In addition, neither the fact of, nor any documents relating to, Bangor's termination

of the Settlement, any failure of the Court to approve the Settlement, or any objections or interventions may be used as evidence for any purpose whatsoever.

B. Terms and Intent of Agreement. This Agreement is entered into only for purposes of settlement. In the event that the Court enters an order preliminarily or finally approving the Settlement of the Action in a manner that is inconsistent with the terms and intent of this Agreement, the Parties shall meet and confer in good faith regarding any modifications made to the proposed order. If, after meeting and conferring in good faith, Bangor determines that the modifications materially alter the terms and intent of this Agreement, including but not limited to, because the modifications may increase Bangor's liability or reduce the scope of the releases or of the Settlement Classes, or if the Court refuses to grant Final Approval of this Agreement or the Effective Date does not come to pass, then Bangor shall have the option to terminate this Agreement. Each Party reserves the right to prosecute or defend this Action in the event that this Agreement does not become final and binding.

C. No Admissions. Bangor expressly disclaims and denies any wrongdoing or liability whatsoever. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be evidence of an admission or concession by Bangor of any liability or wrongdoing by Bangor or any of its affiliates, agents, representatives, vendors, or any other person or entity acting on its behalf with respect to the assessment of any fees or that the case was properly brought as a class action, and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief with respect to Bangor's assessment of any fees. Bangor may file the Settlement Agreement in any action or proceeding that may be brought against it in order to support a defense or counterclaim based on principles

of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. In the event that the Settlement is not finally effective, all Parties agree that the Settlement shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers (except as necessary to explain the timing of the procedural history of the Action), and the Parties will return to their respective positions as of the date this agreement is executed.

D. Stay and Bar of Other Proceedings. Pending determination of whether the Settlement should be granted Final Approval, the Parties agree not to pursue any claims or defenses otherwise available to them in the Action.

E. Confidentiality.

1. It is agreed that until the filing of the Preliminary Approval Motion, the Settlement Agreement and its terms shall be confidential and shall not be disclosed to any person, other than the Parties' attorneys and tax advisors, unless required by applicable disclosure laws, required to be disclosed to auditors or regulators, or agreed to by the Parties.

2. Pursuant to the Consented To Confidentiality Order entered in the Action on September 1, 2021, within 30 days after the Effective Date, any person in possession of confidential material "shall be returned to the producing party or destroyed by the receiving party unless: (1) the document has been offered into evidence or filed without restriction as to disclosure; or (2) the parties agree to destruction in lieu of return." Counsel for each Party may, however, maintain in its files copies of all pleadings, motion papers, legal memoranda, correspondence, attorney work product, and consultation and expert work product even if such materials contain confidential material.

F. Publicity. Class Representatives, Class Counsel, Bangor, and Bangor's Counsel shall not issue any press release, advertisement, Internet posting, or similar public statement regarding this Settlement for any purpose, except as necessary for purposes of executing the notice process described herein.

G. Non-Disparagement. Class Representatives, Class Counsel, Bangor, and Bangor's Counsel shall not issue, or otherwise cause to be issued, any press release, advertisement, Internet posting, or other public statement, whether oral or written, which (a) disparages any of the Class Representatives, Class Counsel, Bangor, or Bangor's Counsel, including any statement tending to harm a Party's reputation, business interests, or goodwill; or (b) includes evidence or information protected from disclosure by the Confidentiality Order in the Action.

H. Notices. Any notice sent in connection with this Agreement shall be transmitted by U.S. Mail or Federal Express or an equivalent overnight delivery service as follows:

To Plaintiffs and Class Counsel:
Sophia Gold
KALIELGOLD PLLC
1100 15th Street., NW, 4th Floor
Washington, D.C. 20005

To Bangor and Bangor's Counsel:
Laura Stoll
GOODWIN PROCTER LLP
601 South Figueroa Street, Suite 4100
Los Angeles, CA 90017

I. Time Periods. The time periods and dates described in this Settlement Agreement with respect to the giving of Class Notice and hearings will be subject to Court approval and modification by the Court with the consent of the parties.

J. Governing Law. The Settlement Agreement is governed by the laws of the State of Maine without reference to choice of law principles.

K. No Construction Against Drafter. The Settlement Agreement was, and is deemed to have been, drafted by all Parties, and any rule that a document shall be interpreted against the drafter will not apply to this Settlement Agreement.

L. Agreement Binding on Successors in Interest. This Settlement Agreement is binding on and shall inure to the benefit of the respective heirs, successors, and assigns of the parties.

M. Execution. The Parties and their counsel may execute this Settlement Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

N. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Settlement Agreement. This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives. Notwithstanding the foregoing, Plaintiff Tracey has entered into an individual settlement regarding allegations apart from the Claims in this Action (“Individual Settlement”). Tracey and her individual claims will be dismissed with prejudice pursuant to the Individual Settlement.

O. Exhibits. Each and every exhibit to this Settlement Agreement is incorporated herein by this reference as though fully set forth herein. If there is any conflict between the terms of the Settlement Agreement and the attached exhibits, the Settlement Agreement shall control.

P. No Waiver. The provisions of the Settlement Agreement may be waived only in a writing executed by the waiving Party. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver, by that Party or by any other Party, of any other prior or subsequent breach of this Settlement Agreement.

Q. Modifications. No modifications to this Settlement Agreement may be made without written agreement of all Parties and Court approval.

R. Third-Party Beneficiaries. The Released Parties who are not signatories hereto shall be third-party beneficiaries under this Settlement Agreement and shall be entitled to enforce this Settlement Agreement in accordance with its terms. Aside from the Released Parties, this Settlement Agreement shall not inure to the benefit of any third party.

S. Error Limitations. The obligations of Bangor with respect to Section IV.B.2. of this Agreement relating to the deposit of moneys in Settlement Class Members' active Accounts shall be performed reasonably and in good faith, subject to the further proviso that the terms of the Settlement and any Court orders shall control. So long as Bangor abides by the terms of the Settlement, Bangor shall not be liable for inadvertent erroneous, improper or inaccurate actions, omissions, crediting or payment, or the actions of third parties other than Bangor.

T. No Claims Arising from this Settlement Agreement. No person shall have any claim against any of the Released Parties, against Settlement Class Representatives, or against counsel for any Party, based on distribution of benefits made substantially in accordance with this Settlement Agreement or related order(s) of the Court.

U. No Alteration of Accounts or Release of Debt. Except as specifically provided for in Section IV.B.4. herein, under no circumstances shall the Settlement Agreement be deemed to alter, amend, or change the terms and conditions of any credit card, debit card, consumer

account, or debt as to which any Settlement Class Member is or was a party, or to provide a defense to any such debtor relationship. Settlement Class Representatives and Settlement Class Members expressly covenant and agree, as a material inducement to Bangor, and recognizing the practical difficulties faced by Bangor in ongoing or future matters, that each of them waives and forever relinquishes any claim to have Bangor or the Released Parties amend, alter or revise rights, demands, suits or other claims made (or to be made) in order to reflect the Settlement Fund provided or to be provided or to reflect the other terms of this Agreement and the Settlement.

V. Retention of Jurisdiction. Although the Court shall enter a judgment, the Court shall retain jurisdiction over the interpretation, effectuation, enforcement, administration, and implementation of this Settlement Agreement.

W. Severability. The provisions of this Agreement, except for the provisions in Section V (releases), are severable insofar as the partial or complete invalidity, illegality or legal ineffectiveness of any term in the Agreement shall not affect the validity, legality or legal effectiveness of the remainder of such term or of any other terms therein.

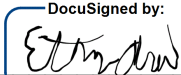
X. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

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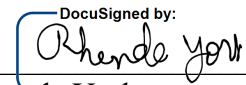
SETTLEMENT CLASS REPRESENTATIVES:

ETHAN A. CHURCHILL

DocuSigned by:

Ethan A. Churchill
4A270912B71549D

Date: 4/20/2022

RHONDA YORK

DocuSigned by:

Rhonda York
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Date: 4/19/2022

CLASS COUNSEL:

KALIELGOLD PLLC

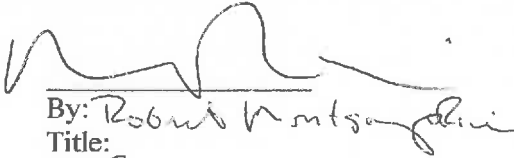
Sophia Gold

Sophia Gold

Date: 4/19/2022

DEFENDANT

BANGOR SAVINGS BANK



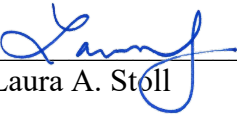
By: Robert Montgomerie

Title:
Pres. and CEO

Date: 4-28-2022

DEFENSE COUNSEL:

LAURA A. STOLL



Laura A. Stoll

Date: May 2, 2022