



New Hampshire's local bank

BankNH.com
1.800.832.0912

PowerLine
Line of Credit Application

Please mail to: Bank of New Hampshire
Consumer Loan Processing
62 Pleasant Street, Laconia, NH 03246

Name(s) Appearing On Checking Acct: _____

Amount Requested _____ Checking Account # _____

APPLICANT

Name _____ Soc. Sec. No. _____ D.O.B. _____

Present Address _____ City/State _____ ZIP _____ How Long? _____

Mailing Address _____ City/State _____ ZIP _____ Phone _____

Rent/Mortgage Payment _____ Individually/Jointly _____

Landlord/Mortgage Holder - Name & Address _____

Present Employer - Name & Address _____ Phone _____

Position _____ How Long? _____ Gross Monthly Salary _____

Other Income: You do not need to disclose income from alimony, child support or separate maintenance unless you wish such income to be considered in the credit determination.

Source(s) of other income _____ Amount \$ _____ per _____

CO-APPLICANT

Name _____ Soc. Sec. No. _____ D.O.B. _____

Present Address _____ City/State _____ ZIP _____ How Long? _____

Mailing Address _____ City/State _____ ZIP _____ Phone _____

Rent/Mortgage Payment _____ Individually/Jointly _____

Landlord/Mortgage Holder - Name & Address _____

Present Employer - Name & Address _____ Phone _____

Position _____ How Long? _____ Gross Monthly Salary _____

Other Income: You do not need to disclose income from alimony, child support or separate maintenance unless you wish such income to be considered in the credit determination.

Source(s) of other income _____ Amount \$ _____ per _____

- CHECK ONE: [] Individual Credit- relying solely on my income or assets.
[] Individual Credit- relying on my income or assets as well as income or assets of another.
[] Joint Credit- We intend to apply for joint credit. Initials _____ / _____

USA Patriot Act Notice: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. Your name, address, date of birth and other information collected in this application will allow us to identify you. We may also ask for your driver's license or other identifying documents.

I/We hereby certify that the information in this application is true and correct to the best of my/our knowledge. Applicants further certify that I/We have attained the age of majority (age 18). I/We authorize Bank of New Hampshire to check my/our credit and employment history and to answer questions others may ask about your credit experience with me/us. This Application is subject to the credit policies of Bank of New Hampshire. If this Application is approved by the Lender, I/We agree to be bound by the terms and conditions of the Powerline Line of Credit Agreement, a copy of which is provided with this Application.

We acknowledge receipt of the Powerline Line of Credit Agreement, which includes the Disclosure and Billing Rights Notice. If this is a joint application, the undersigned shall be jointly and severally liable for any and all credit extended from time to time pursuant to the PowerLine Line of Credit Agreement.

Applicant Signature _____ Date _____

Co-Applicant Signature _____ Date _____

Internal Use Only:
Employee Name _____ Office _____



POWERLINE LINE OF CREDIT DISCLOSURE AND AGREEMENT

DISCLOSURE

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Advances	19.99%
Minimum Interest Charge	None
Paying Interest	You will be charged interest on advances from the date of the transaction.

How We Will Calculate Your Balance: We use a method called "Daily Balance (Including Current Transactions)". See your PowerLine Line of Credit Agreement below for details.

Billing Rights: Information on your rights to dispute advances and how to exercise those rights is provided on Page 4 of your PowerLine Line of Credit Agreement below.

AGREEMENT

LOAN AGREEMENT. This PowerLine Line of Credit Agreement will be referred to in this document as the "Agreement" or "Note".

LENDER. "Lender", "we", "our", "us" or "Bank" means Bank of New Hampshire whose address is 62 Pleasant Street, Laconia, New Hampshire 03246, its successor and assigns.

BORROWER. "Borrower", "you" or "your" means each person who signed the PowerLine Line of Credit Application (Application).

You hereby agree, as provided for in your Application, and upon approval of your Application by the Bank, to the terms and conditions of this Agreement with the Lender as follows:

CHECKING ACCOUNT means your Checking Account maintained with the Bank, as described in your Application, and linked to this PowerLine Line of Credit. As a condition of this PowerLine Line of Credit, you must be approved for a Bank of New Hampshire Checking Account and maintain the Checking Account in good standing.

CREDIT LIMIT means the maximum amount you may advance under this Agreement, as established by the Lender. You may borrow and repay any portion of the amount borrowed, and re-borrow up to the amount of the credit limit. Your initial credit limit will be assigned by the Lender when your application is approved. We may increase or decrease your credit limit at any time and for any reason. If we change your credit limit we will notify you in writing by regular mail sent to your address shown in our records. You agree not to request advances which would cause the unpaid balance of your PowerLine Account to exceed your credit limit. Lender, at its option, may deny any requests for advances that exceed your available Credit Limit. You agree to pay any amount exceeding your Credit Limit upon Lender's demand.

LINE OF CREDIT. Upon Lender's approval of the Application, Lender shall establish the PowerLine Line of Credit (PowerLine Account) for you upon the terms and conditions of this Agreement.

PROMISE TO PAY. You promise to pay, according to the terms herein, all amounts as shall have been advanced by the Lender to Borrower, plus interest, and any other charges which may become due under this Agreement. You shall pay such amounts to the order of Lender at its office at the address noted above, or at such other place as Lender may designate in writing. You will make all payments in lawful money of the United States of America.

ADVANCES. Requests for advances under this Agreement will be made in the following ways:

- Overdrafts: Any check drawn, charges, electronic transfers, ATM withdrawals, or funds otherwise withdrawn from your Checking Account which creates an overdraft thereon, shall be treated as a request for an advance under the terms of this Agreement. Such advances shall be made in increments of \$100 to cover any overdraft and shall be credited to your Checking Account. If less than \$100 is available, an advance will be made for the remaining amount available on your PowerLine Account.
- A direct advance of funds by the Bank as requested by the Borrower.
- A PowerLine Check issued by the Bank for use by you to draw against your PowerLine Account.

The total of any advance requested and unpaid principal shall not exceed the credit limit approved by the Bank. Any credit extended in excess thereof shall also be subject to the provisions of this Agreement and shall not be construed so as to increase your credit limit.

LIMITATION ON CREDIT ADVANCES: The Bank will not be obligated to extend, or be liable for failing to extend, credit under this PowerLine Agreement, if any of the following conditions exist:

- The credit limit on this Note has been reached and is outstanding, or making the requested advance would cause the unpaid balance to exceed the credit limit.
- You are in default of this Agreement.
- The Lender is precluded by law from making the advance.
- A PowerLine Account check is postdated or more than six (6) months old.

INTEREST CHARGE. The interest rate on this Agreement will be fixed at **19.99 %** per annum. The interest will begin to accrue on the date of each advance. This Note is subject to a Daily Periodic Rate of **0.054767%** and an **ANNUAL PERCENTAGE RATE** of **19.99 %**. Interest on this Agreement is calculated on a 365/365 day basis (366/366 in a leap year).

PAYMENT SCHEDULE. This Agreement will be paid according to the following minimum required payment schedule: Minimum monthly payments equal to one thirty-sixth (**1/36th**) of the "New Balance" on your billing statement as of the close of the billing cycle. If the calculation of the monthly payment is less than \$25.00, you will be charged a minimum monthly payment of \$25.00, or the entire "New Balance" if it is less than \$25.00. The minimum monthly payment will be automatically deducted from your checking account on the due date. The due date is typically 24 days after the closing date of each billing cycle. In the event that your Checking Account balance is not sufficient to satisfy the minimum monthly payment due on the due date, the PowerLine Line of Credit will be advanced in increments of \$100.00 (up to the credit limit) until there are sufficient funds available in your checking account.

Borrower has the right to pay any outstanding balance in whole or in part at any time without penalty. Payments shall be applied in the following order (1) to any outstanding Finance Charges; (2) to the outstanding principal balance; and (3) to any other charges imposed therein (if applicable).

CALCULATION OF NEW BALANCE. The amount shown on your billing statement under "New Balance" is calculated by adding new advances to your previous balance, subtracting payments and credits posted pursuant to your Agreement, and adding assessed Finance Charges.

PAYING INTEREST/FINANCE CHARGE. There is no grace period for transactions that post against your PowerLine Account. You will pay a Daily Periodic Rate of interest on advances from the date of the advance until your PowerLine Account is paid in full. This is also known as the Finance Charge. There is no time period in which you may repay an advance and avoid imposition of a Daily Periodic Rate of interest on an advance.

BALANCE ON WHICH FINANCE CHARGE IS ASSESSED. We calculate your balance using the Daily Balance Method (including current transactions). A Finance Charge will be assessed on the daily unpaid loan balance for every day a balance is outstanding during the billing cycle. We figure the Finance Charge by applying the Daily Periodic Rate to the daily balance of your PowerLine Account for each day in the billing cycle. To get the daily balance we take the beginning balance of your PowerLine Account each day, add any new advances, and subtract any payments or credits. We add together the Finance Charges for each day in the billing cycle. This gives us the total Finance Charge for the billing cycle. The billing cycle is the period of time that expires between billing statements.

PAYABLE ON DEMAND. Notwithstanding the required minimum monthly payment, this Agreement is payable on demand. Payment in full of all sums owing under the terms of this Agreement is due upon Lender's demand.

MINIMUM ADVANCE AMOUNT. The Minimum Advance Amount that you may request is **\$100.00**. Any request written or submitted for less than the Minimum Advance Amount may be rejected or returned unpaid to payee at Lender's option. Advances requested for amounts above the Minimum Advance Amount must be in increments of **\$100.00**.

BILLING STATEMENTS. Bank will provide you a billing statement every month in which there is a debit or credit of more than One Dollar (\$1.00) or whenever a Finance Charge has been imposed. Such billing statement will be provided with your Checking Account statement. Each periodic billing statement is deemed to be a correct statement of account unless you report a billing error pursuant to the Federal Truth in Lending Act. Refer to the Billing Rights Notice provided to you with this Agreement.

PROOF OF IDENTITY. Whenever you seek an advance on your PowerLine Account, Lender may require such proof as it deems necessary to verify your identity. You will provide information to update Lender's records related to your PowerLine Account or any other financial information related to you, at Lender's request.

CHANGE OF ADDRESS. You will immediately notify Lender if you move or otherwise have a change of address.

TERMINATION OF AGREEMENT. Bank may terminate this Agreement and cancel your PowerLine Account at any time for any reason and without prior notice (as permitted by applicable law). You may terminate this Agreement by notifying the Bank in writing. You will, in any case, remain liable to pay any unpaid balance according to the terms of this Agreement. If your Checking Account is closed for any reason and this PowerLine Account is not linked to another checking account, this PowerLine Account will immediately be terminated.

CHANGE IN TERMS. Lender may change the terms of this Agreement by mailing or delivering written notice to you of the changes within the time limits prescribed by the Federal Truth in Lending Act and Regulation Z, or applicable state law if state law requires a longer notice period.

RIGHT OF SETOFF. To the extent permitted by law, you give Bank the right to setoff any of your money or property which may be in the Bank's possession against any amount owing under this Agreement. This right of setoff does not extend to an IRA, Keogh accounts or similar tax deferred deposit accounts that you may have with Bank. Lender will not be liable for the dishonor of any check when the dishonor occurs because the Bank setoff a debt against your account. You agree to hold the Bank harmless from any claim arising as a result of the Bank exercising our right to setoff.

ASSIGNABILITY. Bank may assign, pledge or transfer this Agreement or any of its rights and remedies without notice, with all or any of the obligations. The assignee shall have the same rights and remedies as if named herein in place of you. Borrower may not assign this Agreement or any benefit accruing hereunder without the Bank's express written consent.

DEFAULT. You will be in default of this Agreement if any of the following events occurs:

- (a) Failure to make required payments on time or in the amount due or otherwise to comply with any term or condition of this Agreement or any other Agreement you have with the Bank;
- (b) Material misstatements made by Borrower in applying for or otherwise in connection with advances of credit on this PowerLine Line of Credit;
- (c) Borrower dies or becomes involved in any bankruptcy, receivership, insolvency, or custodial proceedings brought by or against you;
- (d) You have a judgment or tax lien filed against you or any attachment or garnishment should be issued against any of your property or rights, specifically including anyone starting an action or proceeding to seize any funds that you may have on deposit with Bank;
- (e) Bank, in good faith, reasonably believe Borrower's ability to repay the indebtedness owed under this PowerLine Line of Credit, is diminished;
- (f) Your Checking Account is closed; or
- (g) Bank deems itself insecure.

REMEDIES. If Borrower is in default under this Agreement, Bank may, to the extent permitted by law, without any prior notice or demand, unless required by law, do any one or more of the following:

- (a) Require Borrower to pay the entire unpaid balance owed under this Agreement in full;
- (b) Terminate this Agreement;
- (c) Revoke Borrower's privilege to request any advances under this Agreement;
- (d) Decrease the Borrower's credit limit; or
- (e) Exercise all other rights and remedies available under the law.

GENERAL WAIVERS. To the extent permitted by law, you severally waive any required notice of presentment, demand, acceleration, intent to accelerate, protest and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of the Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

JOINT AND SEVERAL LIABILITY. Each Borrower and guarantor (if any), is jointly and individually obligated to pay all amounts owed hereunder, according to the terms and conditions of the Agreement.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Agreement without invalidating the remainder of either the affected provision or this Agreement.

NOTICE OF NEGATIVE INFORMATION. The Bank may report information about your PowerLine Line of Credit to credit reporting agencies. Late payments, missed payments, or other defaults of this Agreement may be reflected in your credit report.

HEADINGS. The headings preceding text in this Agreement are for your general convenience in identifying subject matter, but have no limiting impact on the text which follows a particular heading.

ATTORNEYS' FEES AND OTHER COSTS. If legal proceedings are instituted to enforce the terms of this Agreement, you agree to pay all costs of the Lender in connection therewith, including reasonable attorneys' fees, to the extent permitted by law. If you prevail in a counterclaim or action against Lender, you are entitled to attorney's fees.

GOVERNING LAW. This Agreement will be governed by the laws of the State of New Hampshire except to the extent that federal law controls.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Bank of New Hampshire
62 Pleasant Street
Laconia, NH 03246

In your letter give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

The Military Lending Act disclosure applies to active-duty members of the Armed Forces (including those on active Guard or active Reserve duty) and their covered dependents.

**BANK OF NEW HAMPSHIRE
MILITARY LENDING ACT DISCLOSURE**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Call 1-866-621-2996 for Military Lending Act disclosures.