

ABLE ME PARTICIPATION AGREEMENT

I am entering into this legally binding ABLE ME Participation Agreement with the Maine State Treasurer in order to establish an ABLE Account (“Account”) and participate in the ABLE ME Program. Bangor Savings Bank (the “Bank”) is also a party to this ABLE ME Participation Agreement. I am legally competent and over the age of 18. I understand and agree that the Informational Booklet (“Booklet”), this ABLE ME Participation Agreement, my Account Agreement, the Debit Mastercard® Consumer Agreement (if applicable), the Common Fee Schedule, and Important Information About Your Account Booklet collectively form a binding contract between myself, the Maine State Treasurer, and Bangor Savings Bank (the “Agreement”). I understand and agree that by enrolling in the ABLE ME Program, I accept and agree to be bound by all of the terms of the Agreement. The effective date of the Agreement is the date my signed Account Agreement is accepted by the ABLE ME Program and the Bank.

Each capitalized term used in the Agreement has the meaning set forth in the Booklet, and such meanings are incorporated into the Agreement and made a part of the Agreement as if they were printed in this ABLE ME Participation Agreement.

For purposes of the Agreement, “I,” “me”, “my”, and “myself” mean the Beneficiary and/or the Beneficiary’s Authorized Representative, as applicable.

Agreements, Representations, and Warranties of the Beneficiary and/or their Authorized Representative:

As part of the Agreement, I hereby agree with, and represent and warrant to the Maine State Treasurer, Bangor Savings Bank, and their respective successors and assigns, as follows:

1. I have received, read, and understand the Agreement as currently in effect. I have been given the opportunity to obtain answers to all of my questions concerning the ABLE ME Program, my Account, and the Agreement. I acknowledge that I have not relied on any representations or other information (whether written or oral) about the ABLE ME Program in entering into the Agreement other than as set forth in the Agreement.
2. Any information I have furnished or will subsequently furnish in connection with my Account is, or will be, accurate, truthful, and complete, including the status of the Beneficiary as an Eligible Individual.

These codes show the basis for my ABLE account eligibility. Please select one: _____

- A. Eligibility established under 529A(e)(1)(A), SSDI, Title II SSA
- B. Eligibility established under 529A(e)(1)(A), SSI, Title XVI SSA
- C. Eligibility established by disability certification under section 529A(e)(1)(B)

These codes show the type of disability for which I am receiving ABLE account qualifying benefits. Please select one: _____

1. Developmental disorders (including autism)
 2. Intellectual disability
 3. Psychiatric disorders
 4. Nervous disorders (including blindness and deafness)
 5. Congenital anomalies (including Down syndrome)
 6. Respiratory disorders
 7. Other
3. If I make false statements in connection with opening an Account or otherwise, the ABLE ME Program and/or Bangor Savings Bank may take such action as deemed necessary or appropriate, including, without limitation, terminating my Account or requiring that I indemnify the State of Maine, the Maine State Treasurer, Bangor Savings Bank, and their

respective affiliates and agents. I understand that I may face criminal or civil penalties for making false statements under Applicable Law.

4. I understand and meet the requirements of Eligibility defined in the ABLE Act and the ABLE ME Program.

I certify I am a Maine resident.

YES

NO *(cannot continue with this agreement)*

5. Under certain circumstances described in the Important Information About Your Account Booklet, my Account may be closed at the Bank's discretion. See the Important Information About Your Account Booklet for more information. The ABLE ME Program and the Bank may take such action as deemed necessary or appropriate, including, without limitation, requiring that I indemnify the State of Maine, the Maine State Treasurer, Bangor Savings Bank, or their respective affiliates and agents. I also understand that any return of deposits made pursuant to this provision may have an adverse effect on my Benefits Eligibility, and, if there are any earnings on the Account, potential tax liability.
6. I am opening the Account in order to provide funds for the Qualified Disability Expenses of the Beneficiary, and I understand that the Agreement is a contract, and therefore is legal, valid, and binding on me.
7. I will not knowingly make Deposits to the Account (or direct others to make Deposits to my Account) that exceed the Deposit/Balance Limits.

I am eligible for ABLE to Work, allowing for Additional Deposit Limits. YES

NO

8. I recognize that participation in the ABLE ME Program involves certain risks and I have taken into consideration and understand the risk factors, including without limitation, the risks described in the Booklet.
9. If I am the Authorized Representative, I certify that (i) I do not have, and will not acquire, a beneficial interest in the Account, (ii) I will administer the Account for the sole benefit of the Beneficiary, (iii) each time I transact business in the Account I further certify that as of the date of the transaction, that I am authorized to act on the Beneficiary's behalf, there is no other willing and able person with a higher priority to do so and agree to furnish proof of my authority upon the ABLE ME Program's written request, (iv) any transaction I initiate in the Account is duly authorized under all Applicable Law and any governing documents that apply to the Account (e.g., a power of attorney), and (v) the transaction is for the benefit of the Beneficiary, not for my own personal benefit, or for the benefit of a third person.

If I am the Authorized Representative, I further certify, under penalties of perjury, as of the date of each transaction in the Account that either:

- A. There is no Authorized Representative for the Account or I am the person selected by the Beneficiary to manage the Account along with the Beneficiary;
OR

B. The Beneficiary is unable to establish the Account; I am the Beneficiary's:

If B, please select one below:

- a. Power of Attorney, or if none
- b. Conservator/Guardian
- c. Spouse
- d. Parent
- e. Sibling
- f. Grandparent
- g. Representative Payee appointed by Social Security Administration
10. If I am the Authorized Representative, I certify that no other person who is willing and able to establish the Account has a higher priority than I do under the 529A Ordering Rules, and

agree to furnish proof of my authority upon the ABLE ME Program's written request. I agree to indemnify and hold Bangor Savings Bank harmless from and against any losses, damages, fines, penalties, claims, demands and all other costs and expenses which the Bank may incur if the certifications made in this Section 9 or other information I provide to the Bank or the Maine State Treasurer are untrue or inaccurate in any respect.

11. Applicable Law is subject to change, sometimes with retroactive effect, and the State of Maine, the Maine State Treasurer, Bangor Savings Bank, and their respective affiliates are not making any representation that Applicable Law will not be changed or repealed. I understand and agree that such changes could have a negative effect on the Account.
12. I understand that Bangor Savings Bank will not necessarily continue in its role for the entire period my Account is open and that the Maine State Treasurer may retain in the future additional and/or different service providers and deposit or contribution options for the ABLE ME Program. I acknowledge that if this occurs, or even if it does not, there may be material changes to the terms and conditions of the current Agreement, including the checking account option, services provided, and the fees and expenses of the ABLE ME Program.
13. I have not been advised by the State of Maine, the Maine State Treasurer, or any other agency or instrumentality of the State of Maine, Bangor Savings Bank, or any of their respective affiliates, or any agents or representatives retained in connection with the ABLE ME Program to participate in the ABLE ME Program, nor have the entities listed above provided me with financial, legal, benefits, tax or other advice in connection with the Program.
14. I understand and agree that neither the Maine State Treasurer nor Bangor Savings Bank have any duty to perform any action (or refrain from performing any action) other than those expressly provided for in the Agreement. The Maine State Treasurer and Bangor Savings Bank may accept and rely conclusively on any instructions or other communications reasonably believed to have been given by the Beneficiary or Authorized Representative, if any, and may assume that the authority of the Authorized Representative, if any, continues in effect until the ABLE ME Program receives written notice to the contrary. NEITHER THE BANK NOR THE ABLE ME PROGRAM HAVE ANY DUTY TO DETERMINE OR ADVISE AS TO THE FEDERAL OR STATE BENEFIT CONSEQUENCES, TAX CONSEQUENCES, OR OTHER CONSEQUENCES OF ANY ACTION OR INACTION, OR OF ITS OR THEIR ACTIONS IN FOLLOWING THE DIRECTIONS OF THE BENEFICIARY OR AUTHORIZED REPRESENTATIVE, OR OF FAILING TO ACT IN THE ABSENCE OF SUCH DIRECTIONS. The Account and the Agreement are subject to the rules and regulations as the Maine State Treasurer may adopt in accordance with Maine state law. All decisions and interpretations by the Maine State Treasurer and Bangor Savings Bank regarding the ABLE ME Program and the Account shall be final and binding.
15. I understand that (i) Non-Qualified Withdrawals may not be exempt from means-testing for federal or state benefits, (ii) Non-Qualified Withdrawals will be subject to federal and state income taxes and potential penalties, and that the ABLE ME Program will issue IRS forms 1099-QA and 5498-QA, and any other forms mandated in accordance with IRS instructions for the calendar year in which any Deposit is made to, or any distribution is made from the Account. The IRS may use these forms to help enforce my obligation to pay any taxes due on Non-Qualified Withdrawals.
16. I acknowledge and agree to the fees, charges, or penalties applicable to my Account and understand that they may change in the future.
17. I acknowledge and agree that it is the Beneficiary or Authorized Representative's responsibility when transacting business in the Account to do so in a manner that complies with all Applicable Law. This will help ensure that the Beneficiary does not jeopardize their eligibility for federal and state benefits or incur tax liability on any

earnings.

18. I understand that this ABLÉ ME Participation Agreement, which may be amended by the ABLÉ ME Program and the Bank from time to time, supersedes any and all other or prior communications and prior Agreements between us with respect to its subject matter.

This ABLÉ ME Participation Agreement is for:

a new account

an existing account

Date: _____

ABLE ACCT # _____

ABLE Beneficiary's Name: _____

Signature

ABLE Beneficiary

If applicable,

ABLE Auth. Representative's Name: _____

Signature

ABLE Auth. Representative

SAMPLE