

[Firstname] [Lastname]  
[Address 1]  
[Address 2]  
[Address 3]  
[City], [ST] [00000-0000]

On behalf of our colleagues at Eastern Bank and HarborOne Bank, we want to welcome you to Eastern Bank. Once the banks complete the transition and systems conversion, you will be able to take advantage of the Cash Management products and services of the combined bank. We are working closely with the Treasury Management team at HarborOne Bank to ensure your transition to Eastern Bank is as seamless as possible.

The enclosed materials have been created especially for customers using Cash Management services at HarborOne Bank. To make the transition to Eastern Bank as easy as possible, we have included important information regarding:

- **Key dates and actions** to ensure a smooth transition of your services.
- **Guides and reference materials** for Eastern Treasury® online banking and other Cash Management services.
- **Important documents**, including the terms and conditions of your Cash Management Services at Eastern Bank.

The next steps in your transition are listed in the right-hand column of this letter and outlined in more detail in the *Key Dates & Action Items* insert. Throughout each step, your Treasury Management team will be here to assist you before, during, and after the upcoming completion of the merger and systems conversion.

Welcome to Eastern Bank.



Sujata Yadav  
EVP, Chief Product Officer

# Welcome

## TO EASTERN BANK CASH MANAGEMENT SERVICES

### January 2026

- You will receive an additional *Welcome Package* mailing
- An onboarding specialist will be in touch to coordinate training for online banking and/or remote deposit capture

### Early February 2026

Your Eastern Bank online credentials will be delivered to you via secure email.

### Starting February 9 - February 20, 2026

Online Preview Period to set up additional users and preview services. Supported training appointments begin the week of **February 9** and will run through **Friday, February 20**.

### February 18 - February 23, 2026

Conversion activities start **Thursday, February 18**. Here's what you can expect:

- **February 18:** Last date mobile deposit will be available through the HarborOne mobile app.
- **February 20:** HarborOne Bill Pay access ends at **10 AM**; Online Banking will cease at **4 PM**
- Conversion activities will continue throughout the weekend.

### February 23, 2026

First day processing transactions at Eastern Bank. Eastern Bank online banking will be available at approximately **9 AM**.

### Post-Conversion

Ongoing support through your Relationship Managers and support teams

**Continued use of Eastern Bank's Cash Management Services past February 23, 2026 will constitute your acceptance of the Cash Management Services Agreement. You can cancel any of these services at any time without penalty by contacting the Business Services Team at 1-800-333-8000 or by visiting a local branch on or after February 23, 2026.**

# Key Dates & Action Items

## WHAT TO EXPECT FROM EASTERN BANK.



On **Friday, February 20, 2026**, we will begin the transition of your HarborOne accounts, online banking and Cash Management services to Eastern Bank. Below we have outlined what you can expect and steps you should take over the coming weeks.

Please review these important dates and take the recommended action on or before the indicated dates to ensure a smooth transition of your Cash Management services.

*All times listed are Eastern Time.*

<p><b>BEFORE THE CONVERSION</b></p>	<ul style="list-style-type: none"> <li>• Ensure your contact information is up-to-date at HarborOne Bank.</li> <li>• If you are using QuickBooks® or Quicken® software, you will be required to take action to ensure a smooth transition to your new online and mobile banking experience Please visit <a href="http://easternbank.com/HarborOne">easternbank.com/HarborOne</a> for specific instructions.</li> <li>• <b>Before 4 PM on Friday, February 20, 2026, download or print any account activity, statements, reports or notices you will need to access.</b></li> <li>• Visit <a href="http://easternbank.com/HarborOne">easternbank.com/HarborOne</a> for FAQs and additional information.</li> </ul>
<p><b>MID-JANUARY</b></p>	<ul style="list-style-type: none"> <li>• You will receive a separate <i>Welcome Package</i> mailing with information about how your HarborOne Bank bank accounts will transition to Eastern Bank. This package will also include information about the overall transition with Eastern Bank and our standard account terms and conditions.</li> </ul>
<p><b>WEEK OF JANUARY 26</b></p>	<ul style="list-style-type: none"> <li>• Starting this week, our onboarding specialists will reach out to schedule your training sessions for online banking and, if applicable, remote deposit capture.</li> <li>• Online banking users will receive an email from Eastern Bank with a temporary password and Company ID to access Eastern Treasury®, our online banking platform for businesses with Cash Management services. You will use these credentials to access Eastern Treasury during the Preview Period that begins on <b>February 9</b>.</li> </ul>
<p><b>FEBRUARY 9 - 20</b></p>	<p>Access to Eastern Treasury will be available in preview mode with supported training appointments starting the week of <b>February 9</b>. During this “Preview Period” you can:</p> <ul style="list-style-type: none"> <li>• Get answers to questions</li> <li>• Determine specific training needs</li> <li>• Access online training materials</li> <li>• Review, modify, and set up users</li> <li>• Preview your services and templates</li> <li>• Practice initiating transfers, stop payments, ACH, and wire transfers</li> <li>• Set up custom reports and alerts in advance of the transition</li> </ul>

*Please see reverse side for additional information.*



<b>FEBRUARY 20</b>	<ul style="list-style-type: none"> <li>• On <b>February 20, 2026</b>, HarborOne Bank and Eastern Bank will begin transitioning all HarborOne Bank accounts and services to Eastern Bank. This transition will continue through the weekend.</li> <li>• As of <b>10 AM</b>, access to HarborOne Bank Bill Pay will be unavailable and will remain unavailable to schedule or modify payments.</li> <li>• Access to your HarborOne Bank Online Banking service will become unavailable at <b>4 PM</b> on <b>February 20, 2026</b>.</li> <li>• Remote Deposit Capture will be available until the standard cutoff time of <b>4 PM</b> on <b>February 20, 2026</b>. Please process all deposits prior to <b>4 PM</b>.</li> </ul>
<b>CONVERSION WEEKEND FEBRUARY 20 - FEBRUARY 23</b>	<ul style="list-style-type: none"> <li>• Beginning at <b>4 PM</b> on <b>Friday, February 20</b>, you will not have access to your online banking or Cash Management services over the conversion weekend while we complete the transition to Eastern Bank.</li> </ul>
<b>FEBRUARY 23</b>	<ul style="list-style-type: none"> <li>• <b>Welcome to Eastern Bank!</b> The transition of your accounts and services to Eastern Bank is complete.</li> <li>• Eastern Treasury online banking will be live at approximately <b>9 AM</b>.</li> </ul>
<b>ON AND AFTER FEBRUARY 23</b>	<ul style="list-style-type: none"> <li>• If you use QuickBooks® software or Quicken® software in connection with HarborOne online banking, consult the conversion guides available at <b>easternbank.com/HarborOne Bank</b> and complete the requisite steps.</li> <li>• If you have Business Bill Pay, re-establish any secondary users.</li> <li>• Take note of any new cutoff and/or processing times located on the <i>Eastern Bank Cutoff Times &amp; Processing Schedule</i> insert included in this kit.</li> <li>• Access our online business resources page for guides and training videos at <b>easternbank.com/HarborOne</b>.</li> </ul>

## Questions?

Call our dedicated Cash Management onboarding team at **781-261-2020**.

Visit **easternbank.com/HarborOne** for additional information about the transition to Eastern Bank and to access the Eastern Treasury online banking guide, or scan the QR code.



# Important Information About Remote Deposit Capture



To ensure a smooth transition and help prepare you, we have included a list of important dates and some general information about our Remote Deposit Capture (RDC) service. Please note that use of this service is governed by the terms and conditions in our *Eastern Bank Cash Management Services Agreement*. You can cancel this service at any time without penalty by contacting the Business Service Team at **1-800-333-8000** or by visiting a local branch on or after **February 23, 2026**. We encourage you to maintain these materials for easy reference.

## IMPORTANT DATES

### MID-JANUARY – FEBRUARY 20

- Beginning in **mid-January**, register for a training and assisted first time log-on with representatives from our vendor, Deluxe Financial Services. Invitations to register for training were sent in **late December**.

### BEFORE FEBRUARY 20

- Continue to use your remote deposit service via the new login navigation.

### FEBRUARY 20 AT 4 PM

- Cutoff date and time for the last deposit file to be transmitted using your HarborOne Bank RDC service.

### FEBRUARY 23 AT 9 AM

- RDC will be available at approximately **9 AM**

## IMPORTANT REMOTE DEPOSIT CAPTURE INFORMATION

### REMOTE DEPOSIT CAPTURE

- Eastern Bank collaborates with Deluxe to provide RDC services to our business customers.
- Deluxe will handle customer support on behalf of Eastern Bank beginning on **February 23**, including assistance with scanners, creating or submitting deposits, and any other type of technical support.
- For any changes to the service or accounts, please call Eastern Bank at **1-800-333-8000**.

### LOGIN CREDENTIALS

- Login credentials will be provided to you by a Deluxe representative during your training and installation session.

*Please see reverse side for additional information.*



## IMPORTANT REMOTE DEPOSIT CAPTURE INFORMATION (CONTINUED)

### USER ADMINISTRATION

- A primary contact person for your company's RDC will be designated as the "Admin" for the service. Deluxe will set up the Admin during your training session.
- The Admin will be assigned administrative privileges to create other users, reset passwords, as well as scan and submit checks. In addition, we are working to set up all of the users and accounts that you currently use.

### TRAINING

- A training session for all users will be conducted by Deluxe beginning in **mid-January** to update the login method used to access RDC.
- Users unable to attend training during early sessions may contact Deluxe at **1-866-711-0566**.
- Additional training can be requested by contacting our Business Services Team at **1-800-333-8000**. Online training is also available inside the RDC application.

### SCANNERS

- Many scanner brands are compatible with our RDC service. Customers who currently have an incompatible scanner will receive a replacement scanner compliments of Eastern Bank.

### CUTOFF TIMES

- For same-day deposits, files must be transmitted before **8 PM ET**, Monday – Friday.

### HISTORY

- History from HarborOne Bank RDC **will be** retained and will carry over to Eastern Bank. It is still best practice to print and save any key reports you may need to access immediately post merger.
- Deposit history with Eastern Bank will begin to accumulate with your first deposit on or after **February 23, 2026** and will remain on the system for a rolling 60 day period.

### DEPOSIT STATUS

- The status of your deposit will be available in the RDC service and visible on Eastern Treasury® the following business day.

### EDITING DEPOSITS

- Once a deposit is transmitted to Eastern Bank, it cannot be modified. Any deposit adjustments will be processed the following business day.



# How to Read Your Account Analysis Statement



Eastern Bank  
One Eastern Pl  
Lynn, MA 01901-  
Customer Service  
1-800-333-8000  
www.easternbank.com

MB-20 - Post Office Box 391, Lynn, MA 01903-0491

**Account Information** Pg 1 of 6

Statement Date: 10/12/23  
Composite Account Number: 555555555  
Analysis Period: 09/23

000001

SAMPLE COMPANY A  
1234 SAMPLE DRIVE  
SAMPLE MA 56789-1234

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**B CORPORATE ANALYSIS STATEMENT – AVERAGE BALANCE AND SERVICES SUMMARY INFORMATION**

Average Ledger		111,337.55
Less Average Float		(66,891.20)
<b>Average Collected Balance</b>		<b>44,446.35</b>
Less Reserve Requirement	10%	4,444.00
<b>Investable Balance</b>		<b>40,002.35</b>
Less Balance Required for Services		1,576,952.06
<b>Deficit Balance</b>		<b>(1,532,505.71)</b>
Earnings on Investable Balance	.30%	51.14
Total Analyzed Charges		(1,814.57)
<b>Net Analyzed Result</b>		<b>(1,763.43)</b>
Fee Based Charges		
Total Fee Based Charges		0.00

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**C SETTLEMENT INFORMATION**

The excess earnings credit totaling \$1,763.43 were transferred to account number 555555555 on November 15, 2023.

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**D RELATIONSHIP ACCOUNT SUMMARY**

Account Number	Client Name	Average Collected	Required Balance	Excess/(Deficit) Balance
555555555	Sample Company A	\$40,570.00	\$1,507,828.00	(\$1,467,258.00)
666666666	Sample Company B	\$3,876.00	\$69,124.00	(\$65,248.00)

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**E SERVICE DETAIL**

Service	Volume	Unit Price	Total Price	Balance Required
<b>General Account Services</b>				
Local Items Deposited	1,137	0.11	125.07	108,692.08
Foreign Items Deposited	1,196	0.11	131.56	114,332.22

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**F** **Introducing your New Statement**

We hope you find the new analysis statement easier to read.  
If you have any questions, please call us at  
1-800-333-8000.

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00XSBD\_STMT1.21 001CU002\_OSM\_PRE.025000680001175

- A Account Information** – includes the analysis period as well as the composite number if applicable.
- B Average Balance and Services Summary** – lists average ledger, average collected and investable balances along with the balance required to pay for services. This section also includes the net result of the analyzed charges as well as the Earnings Credit Rate. Refer to the Balance Information section below for details on each balance definition.
- C Settlement Information** – shows either the excess earnings credit amount or the deficit fee to be charged.
- D Relationship Summary** – accounts in relationship, their respective average collected balance and excess or deficit balance.
- E Service Detail** – shows product and service details, volume and price of service.
- F Announcements** – shows important messages.

Please see reverse side for additional information.



## How to Read Your Account Analysis Statement (Continued)

### BALANCE INFORMATION

- 1 Average Ledger** - The sum of each day's ledger balances at the close of each business day, divided by the number of days in the statement period.
- 2 Average Float** - The sum of all funds in the process of collection, divided by the number of days in the statement period.
- 3 Average Collected Balance** - The average ledger balance minus the average float.
- 4 Reserve Requirement** - The amount of balances that Eastern Bank keeps on reserve with the Federal Reserve Bank to comply with regulations set by the Federal Reserve Board. If a rate is displayed on your analysis statement, that is the rate that is applied to your balances. If there is no rate displayed, then Eastern Bank is not assessing a reserve requirement at this time.
- 5 Investable Balance** - The average collected balance minus the reserve requirement. This is the balance which the Earnings Credit Rate is applied to. The result is the Earnings Credit used to offset service charges.
- 6 Balance Required to Pay for Services** - The Balance Required for Services to offset the total price of services once the earnings credit has been applied.
- 7 Deficit/Excess Balance** - The balance after all calculations have been applied. The deficit balance shows the additional balances that would be required to avoid a service charge. Excess balances show balances over what was required to pay for services.
- 8 Earnings on Investable Balance** - The amount of earnings credit after the Earnings Credit Rate was applied to the Investable Balance. The calculation is  $(\text{Investable Balance} * \text{Earnings Credit Rate}) / 365 * (\# \text{ of days in the month})$ . **Note:** This line on the account analysis statement also has the Earnings Credit Rate.
- 9 Total Analyzed Charges** - The total price of services.
- 10 Net Analyzed Result** - The amount (if any) that will be automatically debited from your account for the service charges not covered by the Earnings on Investable Balance.
- 11 Total Fee Based Charges** - The sum of all services that are not eligible to be offset by Earnings Credit.

### CORPORATE ANALYSIS STATEMENT – AVERAGE BALANCE AND SERVICES SUMMARY INFORMATION

<b>1 Average Ledger</b>		111,337.55
<b>2 Less Average Float</b>		(66,891.20)
<b>3 Average Collected Balance</b>		<u>44,446.35</u>
<b>4 Less Reserve Requirement</b>	10%	<u>4,444.00</u>
<b>5 Investable Balance</b>		40,002.35
<b>6 Less Balance Required for Services</b>		<u>1,576,952.06</u>
<b>7 Deficit Balance</b>		(1,532,505.71)
<b>8 Earnings on Investable Balance</b>	.30%	51.14
<b>9 Total Analyzed Charges</b>		(1,814.57)
<b>10 Net Analyzed Result</b>		(1,763.43)
<b>11 Fee Based Charges</b>		
Total Fee Based Charges		0.00

### SERVICE DETAIL

Services will be listed on your statement and under the following categories:

- General Account Services
- Compensation Information
- Lockbox
- Depository Services
- Paper Disbursement Services
- Paper Disbursement/Reconciliation
- Automated Clearing House (ACH)
- EDI Services
- Wire Transfer
- Information Services
- Investment/Custody Services
- Trust Services
- International Services

### SERVICE DETAIL

Service	Volume	Unit Price	Total Price	Balance Required
<b>General Account Services</b>				
Local Items Deposited	1,137	0.11	125.07	108,692.08
Foreign Items Deposited	1,196	0.11	131.56	114,332.22

Please note that the statements shown are for illustration purposes only.



# Routing Instructions for US Dollar Incoming Wires



## INSTRUCTIONS FOR US DOLLARS BEING WIRED TO YOU FROM INSIDE THE USA

<b>RECEIVING BANK:</b>	Eastern Bank, 601 Edgewater Drive, Wakefield, MA 01880
<b>ABA NUMBER:</b>	011301798
<b>BENEFICIARY:</b>	Beneficiary Account Number at Eastern Bank Beneficiary Name Beneficiary Address

## INSTRUCTIONS FOR US DOLLARS BEING WIRED TO YOU FROM OUTSIDE THE USA

Provide the following instructions to the foreign bank sending the international wire:

<b>RECEIVING BANK:</b>	SWIFT CHASUS33 JP Morgan Chase Bank NA
<b>BENEFICIARY BANK:</b> (SWIFT Field Tag 57A)**	SWIFT EASRUS3B Eastern Bank
<b>ULTIMATE BENEFICIARY:</b> (SWIFT Field Tag 59)	Beneficiary Account Number at Eastern Bank Beneficiary Name Beneficiary Address

### OPTIONAL

\*\* SWIFT Field Tag 57D can be used in place of SWIFT Field Tag 57A\*\*

<b>BENEFICIARY BANK:</b> (Field Tag 57D)	Account Number: 136071280 Eastern Bank, 601 Edgewater Drive, Wakefield, MA 01880
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***Receiving Bank, Beneficiary Bank (Field Tag 57A or Field Tag 57D) and Ultimate Beneficiary are required to ensure proper posting.***

For assistance, please contact **1-800-333-8000**.



# Eastern Bank Cutoff Times & Processing Schedule

STARTING FEBRUARY 23, 2026








All times listed are Eastern Time.

<b>EASTERN TREASURY® ONLINE BANKING</b>	<ul style="list-style-type: none"> <li>• Online access available 24/7.</li> </ul>
<b>ACH ORIGINATION PROCESSING SCHEDULE</b>	<p><b>STANDARD ACH ORIGINATION</b></p> <ul style="list-style-type: none"> <li>• ACH templates and files approved in Eastern Treasury online banking are processed throughout the day.</li> <li>• Eastern Bank recommends approving ACH payments by 2:45 PM daily.</li> <li>• ACH payments approved after 8:15 PM will be processed effective the following business day at 6:45 AM.</li> <li>• ACH payments submitted on weekends will be processed the next business day.</li> <li>• Future dated ACH payments may be approved up to 30 calendar days in advance of the desired effective date.</li> </ul> <p><b>SAME DAY ACH ORIGINATION</b></p> <ul style="list-style-type: none"> <li>• ACH Payments with a Same Day effective date must be approved prior to:             <ul style="list-style-type: none"> <li>• 9 AM - recipients to receive credit by 1:30 PM on the same day.</li> <li>• 12:45 PM - recipients to receive credit by 5 PM on the same day.</li> <li>• 2 PM - recipients to receive credit by end of the same processing day.</li> </ul> </li> <li>• Any Same Day ACH Payment will incur additional fees.</li> </ul>
<b>CHECK POSITIVE PAY</b>	<ul style="list-style-type: none"> <li>• Exception decision window: 10 AM – 2 PM.</li> </ul>
<b>ACH POSITIVE PAY</b>	<ul style="list-style-type: none"> <li>• Exception decision window begins before or by 7 AM with a deadline for decisioning of 8 PM.</li> </ul>
<b>ONLINE USD WIRE TRANSFERS</b>	<ul style="list-style-type: none"> <li>• 4:30 PM.</li> </ul>
<b>FOREIGN CURRENCY WIRES</b>	<ul style="list-style-type: none"> <li>• 3 PM via Wire Room.</li> </ul>
<b>REMOTE CHECK DEPOSIT</b>	<ul style="list-style-type: none"> <li>• Deposit deadline - 8 PM.</li> <li>• Deposits submitted after hours and weekends will be processed on the next business day.</li> </ul>
<b>BUSINESS BILL PAY VIA EASTERN TREASURY</b>	<ul style="list-style-type: none"> <li>• Payments must be approved by the following times to deliver the payment by the Pay Date:             <ul style="list-style-type: none"> <li>• Electronic Payments – 3 PM.</li> <li>• Check Payments – 5 PM.</li> </ul> </li> </ul>



# How to Prepare

WHAT YOU CAN DO TO ENSURE A SMOOTH TRANSITION.

	<b>CONTACT</b> your HarborOne Bank Relationship Manager to confirm or update your contact information.
	<b>PRINT OR DOWNLOAD</b> any activity, reports, statements, or notices you will need post-transition to Eastern Bank.
	<b>REVIEW TRAINING RESOURCES</b> including guides and videos, which are available online at <a href="http://easternbank.com/HarborOne">easternbank.com/HarborOne</a> .
	If you are using <b>Remote Deposit Capture</b> , please register for your remote deposit capture training session between <b>January 12</b> and <b>February 13</b> . Information about training was sent via email the week of <b>December 26</b> . If you did not receive the email, please contact our onboarding partners at <b>470-865-6100</b> to book a training session.
	<b>ACCESS EASTERN TREASURY</b> in preview mode, starting on <b>February 9</b> .

**IMPORTANT NOTE:** Eastern Treasury will be preview only and non-transactional until the completion of the conversion on **MONDAY, FEBRUARY 23**. Through **FEBRUARY 20** any online transactions must take place through your current HarborOne Bank online banking.



**MORE INFORMATION:**  
**781-261-2020**  
[easternbank.com/HarborOne](http://easternbank.com/HarborOne)

IF YOU CURRENTLY HAVE:	THE BENEFITS OR CHANGES YOU WILL SEE WILL BE:	HERE'S WHAT YOU NEED TO DO OR BE AWARE OF:
<b>Merchant Services</b>	Clients using Merchant Services Fiserv/Clover will continue to use Fiserv/Clover with no interruption in service or changes to their existing service agreement or fees.	You will continue to contact Fiserv/Clover directly at <b>877-810-9315</b> for Merchant Services support.
<b>QuickBooks®/Quicken® Business Online Banking</b>	Eastern's commercial online banking platform, Eastern Treasury, is designed to work with QuickBooks® software and Quicken® software via WebConnect or WebConnect Express.	If you are using QuickBooks® or Quicken® software, you will be required to take timely action to ensure a smooth transition to your new online and mobile banking experience. Please visit <a href="http://easternbank.com/HarborOne">easternbank.com/HarborOne</a> for specific, time sensitive instructions.
<b>Remote Deposit Capture</b>	Customers using HarborOne Bank's Remote Deposit Capture Service, Deluxe Financial Services, will convert to Eastern Bank's instance over the course of <b>January</b> . Onboarding specialists have been in touch to schedule a training session over the course of <b>January</b> and <b>February</b> .	Please refer to the enclosed <i>Remote Deposit Capture</i> document for detailed information about your transition to Eastern's service.
<b>Return Deposited Items</b>	Return Deposited Item (RDI) images are delivered via mail and are not accessible online.	Post-transition, your relationship manager can work with you to set up email delivery of RDI notices.
<b>Statements - Loans</b>	Loan statements will be delivered by mail; loan transaction details will be accessible in Eastern Treasury.	Loan statements <b>will not</b> be accessible in Eastern Treasury.
<b>Wire Transfers</b>	Wire transfer limits at HarborOne Bank will migrate to Eastern Bank.	There are no temporary increases. You will need to work with your banker on any wire transfers over the company limit.
<b>Wire Transfers</b>	Domestic and International USD wire transfers can be completed online via Eastern Treasury until <b>4:30 PM</b> .	
<b>Zero Balance Accounts</b>	Parent/child ZBA relationships will sweep for the first time at Eastern Bank on <b>February 23, 2026</b> .	

 Equal Housing Lender Member FDIC

EB\_HO\_CM\_CIT

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## CHANGE IN TERMS OF SERVICE

# Important Information About Your Cash Management Services

**EFFECTIVE MONDAY, FEBRUARY 23, 2026**

Welcome to Eastern Bank. This notice highlights important changes to your cash management services, effective on **Monday, February 23, 2026**.

Beginning on **Friday, February 20, 2026**, we will begin transitioning your HarborOne Bank Cash Management products and services to Eastern Bank. The transition will be complete on **Monday, February 23, 2026**. At this time, the Eastern Bank *Cash Management Services Agreement* will replace your current HarborOne Bank Cash Management Services Agreement.

Effective **February 23**, when a customer requests or uses a Cash Management Service from Eastern Bank, the customer is agreeing to be bound by all the applicable terms and conditions in the Eastern Bank *Cash Management Services Agreement*.

IF YOU CURRENTLY HAVE:	THE BENEFITS OR CHANGES YOU WILL SEE WILL BE:	HERE'S WHAT YOU NEED TO DO OR BE AWARE OF:
<b>Account Analysis Fees</b>	As a courtesy, no account analysis fees will be assessed from <b>February - May 2026</b> . Fees based on product usage and volumes will resume with the <b>June 2026</b> analysis cycle and assessed in <b>July of 2026</b> .	Please review your account analysis statements (these will be provided during the waived period) to ensure you understand what services you're using. Contact your relationship team for assistance, or with any questions.
<b>Account Analysis Pricing</b>	There will be no changes to your current pricing through <b>February 2027</b> .	
<b>Account Analysis Earnings Credit Rate (ECR)</b>	Your current ECR may not be impacted.	Contact your relationship manager for more information.
<b>Account Analysis Reserve Requirement</b>	Eastern Bank does not currently have a reserve requirement.	
<b>Analysis Charge Posting Date</b>	Fees will be debited from your designated account between the 12th and 17th of each month.	Account Analysis fees will display on your billing account as a "Service Charge".
<b>Account Analysis Statement Delivery</b>	Account Analysis statements will be delivered via mail between the 12th and 17th of the month, separate from your checking statement, to the address on the billing account.	Account Analysis statements will not be available via online banking.
<b>Account Analysis Statement Layout</b>	See enclosed <i>How to Read your Account Analysis Statement</i> .	
<b>ACH</b>	ACH Origination processing times will change.	Please refer to the enclosed <i>Cutoff Times and Processing Schedule</i> for more information.

(Continued on next page)

  
**JOIN US FOR GOOD®**



IF YOU CURRENTLY HAVE:	THE BENEFITS OR CHANGES YOU WILL SEE WILL BE:	HERE'S WHAT YOU NEED TO DO OR BE AWARE OF:
<b>ACH</b>	ACH Return and Notification of Change (NOC) reports will be delivered through Eastern Bank's online banking platform, Eastern Treasury®.	ACH Return and NOC reports will not be mailed or emailed. An alert can be established to notify you when these reports are available for viewing and download.
<b>ACH</b>	ACH Company-Level Limits are maintained and enforced by Eastern Bank, but outside of the Eastern Treasury online banking platform. This means you don't need to request limit increases yourself. Eastern Bank will proactively contact you if any ACH files exceed your established limits.	Customers do not need to proactively call regarding ACH limit increases; Eastern Bank will call customers to confirm any ACH files received that exceed the client's limit and verify reason for overage and how instructions were received by initiator.
<b>ACH</b>	ACH Reversals	Customers can request ACH transaction or batch reversals via an online request form.
<b>ACH Positive Pay</b>	ACH Positive Pay exception items will be available to view by opening of the business day with a deadline for decisioning of <b>8 PM ET</b> . If no approval is received, items are returned. If same day items are not decisioned, they will be carried over to the next business day for action.	<b>Benefit:</b> customers will be able to decision items up to <b>8 PM ET</b> . (See the enclosed <i>Cutoff Times and Processing Schedule</i> ).
<b>Business Bill Pay</b>	Eastern Treasury customers with active bill payment will be transitioned to Eastern's Business Bill Pay service, CheckFree.	Your payees, payment history and recurring payments <b>WILL</b> transition to your new bill payment service. Additional users permitted to access Business Bill Pay will <b>NOT</b> transition. Only the online banking Legal Admin user will have access to bill payment post-conversion. Legal Admin users can re-establish users on or after <b>February 23, 2026</b> . <b>Processing:</b> When scheduling a bill payment, the next available Pay Date is automatically populated. Payments must be approved by the following times to deliver the payment by the Pay Date: Electronic Payments – <b>3 PM ET</b> Check Payments – <b>5 PM ET</b> Electronic Payments are debited from your designated billing account on the scheduled Pay Date. Check Payments are debited from your account when the check is presented for payment. For more information, please see the enclosed <i>Online Banking Guide</i> .

IF YOU CURRENTLY HAVE:	THE BENEFITS OR CHANGES YOU WILL SEE WILL BE:	HERE'S WHAT YOU NEED TO DO OR BE AWARE OF:
<b>Business Online Banking</b>	Through Eastern's commercial cash management online banking platform, Eastern Treasury, the following services are available: <ul style="list-style-type: none"> <li>View account activity &amp; balances</li> <li>View paid check images</li> <li>View deposit images</li> <li>Process internal transfers</li> <li>Process wire transfers</li> <li>Process ACH transactions</li> <li>Process stop payments</li> <li>View &amp; decision check and ACH Positive Pay exception items</li> <li>Set-up &amp; receive alerts for account activity and Positive Pay exception items</li> <li>Receive EDI transaction reports</li> <li>Receive Incoming Wire Reports</li> <li>Advanced import functionality for transfers &amp; payments</li> <li>Advanced reporting capability options</li> <li>Add and manage users</li> </ul>	<b>WHAT WILL TRANSITION TO EASTERN TREASURY:</b> <ul style="list-style-type: none"> <li>Users with a login or creation date in the last 13 months</li> <li>ACH Payees and Batches used in the last 13 months</li> <li>Wire Templates used in the past 13 months</li> <li>Positive Pay</li> <li>Bill Pay for the Legal Admin Only</li> <li>Mobile Deposit functionality if used in the past 13 months</li> </ul> <b>WHAT WILL NOT TRANSITION AND NEEDS TO BE RECREATED:</b> <ul style="list-style-type: none"> <li>Bill Pay Additional Users</li> <li>Positive Pay Import Maps</li> <li>Alerts including Positive Pay Alerts</li> <li>Recurring Schedules</li> </ul> <b>WHAT WILL NOT BE AVAILABLE:</b> <ul style="list-style-type: none"> <li>External/Unlinked Transfers</li> <li>Loan Statements</li> <li>Loan/Tax Documents</li> <li>Tokens (see additional section)</li> <li>ICS Accounts (listed as a separate account under balance reporting). See the <b>Insured Cash Sweep</b> section for details on how to see your ICS balances.</li> <li>Messaging to the bank</li> <li>ACH and Wire email notifications sent to external email addresses</li> </ul> See online guides and Eastern Treasury success checklist/FAQ available at <a href="http://easternbank.com/HarborOne">easternbank.com/HarborOne</a>
<b>Business Online Banking</b>	Customers who have Cash Management services will be converted to Eastern's commercial online banking platform, Eastern Treasury.	You will be contacted to schedule Eastern Treasury training prior to the conversion. For more information, please see the enclosed <i>Online Banking Guide</i> .
<b>Business Online Banking Alerts</b>	Any transaction or account alerts <b>will not</b> migrate to Eastern Treasury.	Your onboarding specialist can assist you in recreating your alerts during preview period or after the conversion. For more information, please see the enclosed <i>Online Banking Guide</i> .
<b>Business Online Banking Tokens</b>	Eastern Treasury uses a one-time passcode (OTP) for all approvals; there are no tokens used with Eastern Treasury.	Customers will be prompted to establish their OTP channels at first login to Eastern Treasury.
<b>Check Positive Pay</b>	Check Positive Pay exception items will be available to view and decision on Eastern's commercial online banking platform, Eastern Treasury.	Check Positive Pay exception items will be available to view and decision after <b>10 AM ET</b> . The deadline for online decisioning will be <b>2 PM ET</b> .
<b>Corporate One Card</b>	Customers using Corporate One Card with Elan Financial Services will continue to use Elan with no interruption in service or changes to their existing service agreement or fees.	You will continue to contact Elan directly at <b>1-800-344-5696</b> for Corporate One Card support.

IF YOU CURRENTLY HAVE:	THE BENEFITS OR CHANGES YOU WILL SEE WILL BE:	HERE'S WHAT YOU NEED TO DO OR BE AWARE OF:
<b>Deposit Account Statements</b>	If you receive electronic statements at HarborOne Bank, you will receive paper statements at Eastern Bank. If you receive paper statements at HarborOne Bank, you will receive paper statements for your deposit accounts at Eastern Bank. If you receive <b>BOTH</b> paper and electronic statements at HarborOne Bank, you will only receive paper statements post systems conversion.	If you would prefer a different method of statement delivery, please work with your onboarding specialist or relationship manager to make that change. <b>Prepare for the Transition:</b> Download or print all electronic statements & notices. Also, take note of any statement email recipients you have set up. <b>What Will Not Transition:</b> Your HarborOne Bank electronic statements & notices <b>will not</b> transition to Eastern Bank. On or after <b>February 23, 2026</b> or during your online banking training, you will be able to set up a new online banking user with electronic statement access only.
<b>EDI Reporting</b>	Customers with EDI Reports will be able to access these reports via Eastern's commercial online banking platform, Eastern Treasury.	Alerts can be established to notify you when these reports are available for viewing and download.
<b>Escrow Account Reporting</b>	Clients using ZEscrow will continue to use it with no interruption in service or changes to their existing service agreement or fees.	You will continue to contact ZSuite directly at <a href="mailto:clientsupport@zsuitedtech.com">clientsupport@zsuitedtech.com</a> for ZEscrow issues. Only the Primary User will be granted access to the ZEscrow Accounts that are within the Escrow reporting tool at HarborOne Bank. The Primary User (what Eastern calls the "Legal Admin") can, can grant account access to other users during the Preview Period.
<b>Insured Cash Sweep (ICS)</b>	ICS accounts <b>will</b> carry over to Eastern Bank as they are today. ICS and Deposit Account Statements  ICS Deposit Placement Statements and Transaction reporting  ICS Accounts will <b>no longer</b> appear as a separate account via Eastern Treasury.	There are <b>no</b> changes to your current terms.  ICS transaction information will be included with your Deposit Account statement as a combined statement. <b>Please note:</b> separate ICS Deposit Placement statements <b>will no longer</b> be mailed. Clients may enroll on the IntraFi Depositor Client Portal Panel to download their monthly ICS Deposit Placement Statements and view transactions and exclusions. <b>Please note:</b> current users of the Depositor Control Panel <b>will need to re-enroll</b> . You will be contacted separately for instructions prior to <b>February 23rd</b> . The ICS account balance will be included in the Relationship Balance that displays in Eastern's Online Banking service. Your onboarding specialist will be sure to point this out during your training.
<b>Lockbox</b>	Lockbox services will not change; they will continue to be provided by Lighthouse Financial.	Your lockbox services (e.g., volumes, services utilized, current pricing) will be visible via your account analysis statement rather than a separate direct charge. You'll be able to see these volumes on your Eastern Account Analysis statement. As noted above, fees will be waived through <b>May of 2026</b> as a courtesy but volumes will be visible with your monthly statement.

(Continued on next page)

# Eastern Treasury® Online Banking

IMPORTANT INFORMATION FOR  
COMMERCIAL ONLINE BANKING CUSTOMERS.



YOUR ONLINE BANKING EXPERIENCE WILL OFFICIALLY  
TRANSITION TO EASTERN BANK ON MONDAY, FEBRUARY 23, 2026.

 **Eastern Bank**  
JOIN US FOR GOOD®

# A Warm Welcome to Eastern Bank

**WE'RE GLAD YOU'RE HERE.**

Upon completion of the merger with Eastern Bank, your HarborOne Bank business online banking will transition to Eastern Treasury®, Eastern Bank's online banking platform for businesses with cash management services.

This booklet, along with a variety of online training resources, will be available to help you prepare for a successful online banking transition.

## **ABOUT EASTERN TREASURY**

Eastern Treasury is a modular online cash management banking solution that gives you the power to monitor your balances, view customizable reporting, and initiate payments to help you stay on top of your business's cash flow. For more information about Eastern Treasury and to access guides and videos about our online banking services, visit [easternbank.com/HarborOne](http://easternbank.com/HarborOne).



## Table of Contents

Welcome	2
What to Expect	4
How to Prepare	5
Eastern Treasury & Mobile Banking	6
ACH Origination	7
Business Bill Pay	8
Positive Pay	9
Accounting Software	10
Wire Transfers	11
Branch Locations	<b>Back Cover</b>

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# What to Expect

## IMPORTANT DATES & INFORMATION ABOUT THE MERGER.

### STARTING THE WEEK OF JANUARY 26

- Expect a phone call from your team of dedicated onboarding specialists to review training resources.
- You will also receive email communications from your onboarding team.

### PREVIEW PERIOD: FEBRUARY 9 – 19

- Eastern Bank will email your new Eastern Treasury® Company ID, temporary password and instructions securely. Your User ID will remain the same.
- Supported training appointments begin the week of **February 9**.
- Review your migrated users and update their access with help from your onboarding specialist.
- Review saved ACH and wire templates to ensure the information is accurate.
- Practice initiating account transfers, stop payments, ACH and Wire payments, etc. in Preview mode.
- Set-up reports and alerts in advance of the transition.
- During the Preview Period, any changes you make to your HarborOne Bank online banking, such as adding or modifying users or templates, must also be made in Eastern Treasury.

### MONDAY, FEBRUARY 23

- Begin using Eastern Treasury to manage your business accounts. Visit [easternbank.com/HarborOne](http://easternbank.com/HarborOne) to get started.
- If you have Business Bill Pay, the primary user should log in to set up secondary users, review payees and recurring bill payment instructions.
- If you are using QuickBooks® or Quicken® software, complete the provided instructions to connect to Eastern Bank.

**PLEASE NOTE:** Eastern Treasury will be preview only and non-transactional until the completion of the transition to Eastern Bank on **Monday, February 23**. Through **February 20**, any online transactions must take place through your current HarborOne Bank online banking.

# How to Prepare

## WHAT YOU CAN DO TO ENSURE A SMOOTH TRANSITION.



**Contact** your HarborOne Bank Relationship Manager to confirm or update your contact information.



**Print or download** any activity, reports, statements or notices you will need immediately after the transition to Eastern Bank.



**Review training resources**, including guides and videos, which are available online at [easternbank.com/HarborOne](http://easternbank.com/HarborOne).



If you are using **Remote Deposit Capture**, you will have already heard from your onboarding specialist to schedule a separate training on that service. Please refer to the insert included in this *Welcome Kit* for additional information.



**Access Eastern Treasury** during the Preview Period, starting on **February 9**.

## YOUR ONBOARDING EXPERIENCE.

A dedicated team of Eastern Treasury onboarding specialists will be reaching out to you soon to learn more about how your business uses online banking and to connect you with the right training resources. To ensure a smooth transition, it is important that you keep an eye and ear out for our emails and phone calls.

**PLEASE NOTE:** Fraudsters try to exploit the public nature of the mergers. While we will be reaching out to you during this period of time, please also understand that Eastern Bank and HarborOne Bank **will never contact you or your company** to ask for user credentials, passwords, or other sensitive account information. If you do receive a request for information via email, text, or phone call, please do not share details and contact your relationship manager or notify the Bank at **877-997-9957** right away.

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# Eastern Treasury® & Mobile Banking

The following services are available through Eastern Treasury:

- View account activity & balances
- View paid check images, both front & back
- Process internal transfers
- Process wire transfers
- Process ACH transactions
- Process stop payments
- View & decision check & ACH Positive Pay exception items
- Receive alerts for account activity
- Receive alerts for Positive Pay exception items
- Receive EDI transaction reports

## MOBILE BANKING & MOBILE APP

Eastern Treasury can be accessed on a mobile device via a web browser or by downloading the Eastern Business mobile banking app. You will use the same credentials to access Eastern Treasury via desktop or mobile device. Please note that Business Bill Pay and Positive Pay are only accessible on a mobile device via web browser.



### DOWNLOADING THE EASTERN MOBILE APP - HOW TO GET STARTED:

1. Visit the Apple App Store® online marketplace or the Google Play™ store.
2. Search for “**Eastern Treasury & Business**” in the app store and download the Eastern Business mobile banking app.

\* App Store is a registered trademark of Apple Inc. Google Play is a trademark of Google LLC.

# ACH Origination

**The last effective entry date for ACH transactions originated at HarborOne Bank will be Friday, February 20.**

On **Monday, February 23** you should begin using Eastern Treasury online banking for all ACH transactions. Below is important information on how ACH transactions are processed:

- ACH templates and files are processed throughout the day. Eastern Bank recommends approval of ACH payments by **2:45 PM ET**.
- Eastern Bank will enable same day credits and debits for ACH Origination customers.
- ACH Return and Notification of Change (NOC) reports will be delivered online and accessed via the Legacy Reports feature within Eastern Treasury. **NOTE:** ACH Return and NOC reports will not be mailed or emailed. An alert can be set up to notify you when these are available for viewing and downloading.
- ACH Company-Level Limits are maintained and enforced by Eastern Bank, but outside of the Eastern Treasury online banking platform. This means you don't need to request limit increases yourself - Eastern Bank will proactively contact you if any ACH files exceed your established limits.
- An ACH reversal request for an ACH transaction or batch can be requested online using the form available at **easternbank.com/businessresources**.

**FOR MORE INFORMATION** about ACH Origination processing times for Eastern Bank, please refer to the *Cutoff Times and Processing Schedule* insert included in your *Cash Management Welcome Kit*.



# Business Bill Pay

**Access to HarborOne Bank Business Bill Pay will be removed at 10 AM on Friday, February 20.**

Please review and schedule any payments prior to **February 20, 2026**.

Business Bill Pay payments scheduled to process on **February 23** or after will be processed by the Eastern Bank Business Bill Pay service. Electronic bill payments are debited from your designated account on the scheduled Pay Date. As was the case with the HarborOne bill payment service, check payments are debited from your account like any other check.

The Primary User (known as the “Legal Admin” on Eastern Treasury®), bill pay accounts, bill payment history, recurring payments and payees will transfer to your new Eastern Bank Business Bill Pay service. If you have any additional users they **will not** transfer.

## IMPORTANT ACTIONS ON FEBRUARY 23

- After logging in to Eastern Treasury on or after **February 23**, the Legal Admin will need to make changes to permit additional users to access Business Bill Pay, if desired.
- If you use Check Positive Pay with your designated Business Bill Pay account, you will need to manually enter check issue information for payments sent as checks from the Business Bill Pay service.
- Please visit [easternbank.com/HarborOne](http://easternbank.com/HarborOne) for an instructional guide and video. We encourage you to review this information in advance of **February 23** to prepare for any actions you may need to take on that date.

**PLEASE NOTE:** Prior to **February 20**, we strongly recommend you save your bill pay history, payee information, account names, eBills, and scheduled or recurring payment information.



# Positive Pay

On **Monday, February 23** you should begin using Eastern Treasury online banking for all Positive Pay transactions. Your onboarding specialist can help you set up import maps and exception alerts. Below is important information on how Positive Pay transactions are processed:

- Check Positive Pay exception items will be available to view and decision after **10 AM ET**. The deadline to decision is **2 PM ET**.
- ACH Positive Pay exception items will be available to view before the opening of the business day. The deadline to decision items is **8 PM ET**.
- If not decided on the first business day, same day ACH presentments will be carried over to the next business day for decisioning.
- Due to platform migration, exceptions generated from **Friday, February 20** processing will need to be decided outside of online banking. A representative from the Bank will be in touch with details and to assist you in time for processing cutoffs on **Monday, February 23**.

**FOR MORE INFORMATION** about Positive Pay cutoff times for Eastern Bank, please refer to the *Cutoff Times and Processing Schedule* insert included in your *Cash Management Welcome Kit*.

# Accounting Software

As part of HarborOne Bank's system conversion to Eastern Bank, customers who use QuickBooks® or Quicken® software will be required to take timely action to ensure a smooth transition to your new online and mobile banking experience.

**BEFORE FRIDAY,  
FEBRUARY 20**

- **You will need to back up your data files and download final transaction reports.** Please make sure to complete the final download before this date since transaction history might not be available after the transition.

**ON OR AFTER  
MONDAY,  
FEBRUARY 23**

- If you use QuickBooks® or Quicken® software go to **easternbank.com/HarborOne** and click the "Intuit" link to find step-by-step instructions for connecting to Eastern Bank via WebConnect or WebConnect Express. Please note that Intuit's Direct Connect connection type is not supported by Eastern Bank.
- Complete the deactivation and reactivation of your online banking connection to ensure that Eastern Treasury® will share information with your QuickBooks® software or Quicken® software.



# Wire Transfers

On **Monday, February 23** you can begin using Eastern Treasury online banking for your online U.S. Dollar (USD) wire transactions. Below is important information on how these transactions are processed:

- Your wire transfer limits will transfer to Eastern Treasury online banking.
- Through Eastern Treasury, you can initiate online domestic and international USD wires until **4:30 PM ET**.
- Eastern Bank does not offer temporary changes to wire limits. Please contact your relationship manager to prepare the necessary forms to change your limits and for any additional questions.

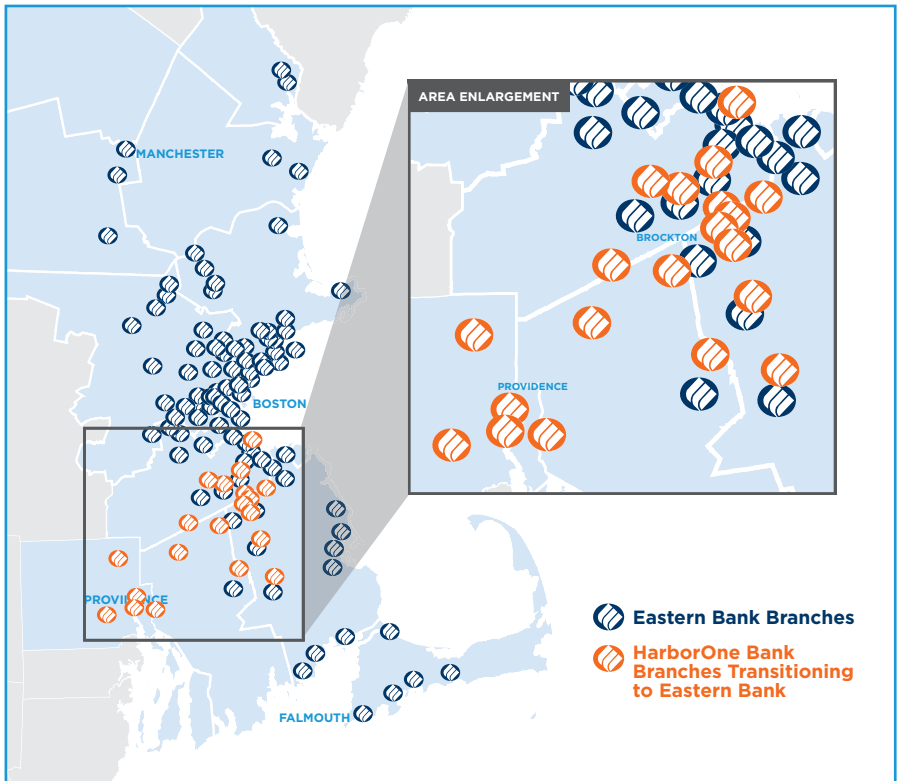
**PLEASE NOTE:** Please carefully review the instructions available at **easternbank.com/HarborOne** to ensure a successful connection experience following the transition to Eastern Bank.

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# Branch Locations

**ACCESS WHERE YOU ARE & WHEN YOU NEED IT.**

More than 120 banking locations across eastern Massachusetts, southern and coastal New Hampshire, and Rhode Island.



**MORE INFORMATION:**  
[easternbank.com/HarborOne](http://easternbank.com/HarborOne)

# Terms & Conditions of the Bill Payment Service

**EFFECTIVE SATURDAY, FEBRUARY 21, 2026**

(Agreement Dated 10/2025)



## SERVICE DEFINITIONS

“Service” means the bill payment service offered by Eastern Bank through CheckFree Services Corporation.

“Agreement” means these terms and conditions of the bill payment service.

“Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“Payment Instruction” is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“Payment Account” is the checking account from which bill payments will be debited.

“Billing Account” is the checking account from which all Service fees will be automatically debited.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays.

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

“Due Date” is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

“Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

## PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

## THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under *Payment Scheduling* in this Agreement.

## PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

## PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

## PROHIBITED PAYMENTS

Payments to Billers outside of the United States or its territories are prohibited through the Service.

## EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

## BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation – Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic

billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The time frame for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill – The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without

your permission, you must notify the Service at once by calling **888-240-8167** during customer service hours.

## YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 888-240-8167 during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:  
Eastern Bank  
601 Edgewater Drive  
Suite 150  
Wakefield, MA 01880

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

## DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third

parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

## SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

## ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete.

Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 888-240-8167 during customer service hours; and/or
2. Write us at:  
Eastern Bank  
601 Edgewater Drive  
Suite 150  
Wakefield, MA 01880

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### BILLER LIMITATION

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

### RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

### INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account,

and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

### DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

### ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

### NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.



# Cash Management Services Agreement

EFFECTIVE SATURDAY, FEBRUARY 21, 2026

(Agreement Dated 10/2025)



## WELCOME!

This booklet contains the terms and conditions currently applicable to Eastern Bank’s Cash Management Services. Throughout this booklet, the words “we” and “Bank” refer to Eastern Bank; “you”, “your” and “Customer” refer to the business to which the Services are being provided, each account holder of any Covered Account and each Authorized User, Administrator or User; and “Cash Management Agreement” and “Agreement” refer to the terms and conditions contained in this booklet.

When a Customer requests or uses a Cash Management Service from Eastern Bank, the Customer is agreeing to be bound by all of the terms and conditions in this Agreement that apply to that Service.

You should review the portions of this booklet that apply to the Services your business will use and retain a copy of the booklet and any and all amendments for future reference.

If you have any questions regarding Eastern Bank’s Cash Management Services or would like additional copies of this booklet, please contact your Treasury Services Representative or call the Bank at **1-800-333-8000**.

### CONTACT US

If you have questions regarding your Cash Management Services, you may contact us using any of the methods below.

**Call our Business Services Team at:**

**1-800-333-8000**

Monday through Friday from 8 AM to 6 PM

**Write to us at:**

Eastern Bank  
Business Services Team  
601 Edgewater Drive  
Suite 150  
Wakefield, MA 01880

**Or sign on to:**

**www.easternbank.com** and use the secure “Contact Us” link at the top of each page.

## Table of Contents

<b>I. General Terms And Conditions Applicable To All Cash Management Services</b>	<b>2</b>
<b>II. Terms And Conditions Applicable To Specific Cash Management Services</b>	<b>6</b>
A. Account Reconciliation Service	<b>6</b>
B. Multi-Purpose Sweep Service	<b>6</b>
C. Zero Balance Account Service	<b>6</b>
D. Check Archive Service	<b>7</b>
E. Coin And Currency Service	<b>7</b>
F. Electronic Data Interchange (“EDI”) Email Delivery Service	<b>7</b>
G. Lockbox Service	<b>7</b>
H. Image Cash Letter (“ICL”) Services	<b>7</b>
I. Eastern Treasury®	<b>9</b>
i. Basic Eastern Treasury	<b>11</b>
ii. Alert Messages	<b>11</b>
iii. Electronic Communications; Statements And Notices	<b>11</b>
iv. Bill Payment Service	<b>12</b>
v. Wire Transfer Service	<b>12</b>
vi. Electronic Data Interchange (“EDI”) Service	<b>12</b>
vii. Lockbox Reporting Service	<b>12</b>
viii. Advanced Clearing Service	<b>12</b>
ix. Automated Clearing House (“ACH”) Transactions	<b>13</b>
x. Positive Pay Service	<b>14</b>
a. Check Positive Pay	<b>14</b>
b. Ach Positive Pay	<b>15</b>
c. Reverse Positive Pay	<b>15</b>
xi. Mobile Deposit	<b>15</b>
J. Direct Transmission	<b>BACK COVER</b>



## GENERAL TERMS & CONDITIONS APPLICABLE TO ALL CASH MANAGEMENT SERVICES

**Services.** Eastern Bank agrees to provide the Cash Management services (“Services”) requested by Customer. Customer may request Services by any of the methods provided by Bank, such as service request forms or applications (collectively, “Service Requests”), or by using the Services that Bank permits Customer to access without submitting a separate Service Request. Any Service provided by Bank is governed by this Agreement (including the general terms and conditions in this Part I and any specific terms and conditions applicable to the particular Service set forth in Part II or elsewhere), and Customer agrees that requesting or using a Service or authorizing others to use a Service constitutes Customer’s consent to be bound by this Agreement and any amendments that are made from time to time. Customer agrees that all Services will be used solely for business purposes and not for personal, family, or household purposes.

**Modifications to Services.** Bank may enhance, upgrade, or otherwise modify any Service in its sole discretion. If the modification results in the addition of an optional feature, Bank will give Customer notice of the new feature and an opportunity to request or use the new feature. If the modification is not optional, Bank will implement the modification subject to giving Customer any notice required by law. Customer’s use of a modified Service constitutes acceptance of the modification. By using new Services as they become available, Customer agrees to be bound by the rules that will be made available to you concerning these Services.

**Covered Accounts.** The Eastern Bank deposit and loan accounts for which each Service is to be provided (“Covered Accounts”) will be chosen by Customer from among eligible accounts, either simply by using the Service for such accounts or by specifying the Covered Accounts in the related Service Request.

**Deposit Account Agreements.** The Covered Accounts are and remain subject to Bank’s rules and regulations and the applicable deposit account, investment account or loan agreement. You should review the other agreements applicable to the Covered Accounts carefully for information regarding all applicable limitations and service charges.

**Fees.** Customer agrees to pay the fees assessed by Bank for the Services used by Customer. Unless Bank has agreed to provide Customer with special pricing, fees will be assessed at Bank’s standard rates. Bank may amend its pricing, including special pricing provided to Customer, from time to time in its sole discretion. Bank will provide Customer with information regarding Bank’s current pricing on request. Cash Management fees may be offset by earnings credits, allowances, or other deductions. The net amount of any Cash Management fees, when due, will be deducted from Customer’s Covered Accounts or billed to Customer, in accordance with Bank’s practices and procedures for the specific Service. If there are not sufficient available funds in a Covered Account from which Customer has agreed to make payment, Bank may deduct the unpaid balance of fees from any other account belonging to Customer or, to the extent permitted by law, an affiliate of Customer. Customer hereby authorizes Bank to debit fees to Customer’s and its affiliates’ accounts as provided in this paragraph.

**Customer Authorization.** Service Requests submitted by Customer will be deemed to be valid and authorized if submitted by an employee or officer of Customer with apparent authority to do so. Bank has no obligation to verify

the identity or authority of an officer or employee of Customer who submits a Service Request on behalf of Customer. Services may be accessed by employees, representatives or agents of Customer who are set up on Bank’s system to use the Services by Customer (“Authorized Users”), whether or not such individuals are named on any other authorization document that Customer has provided to Bank and whether or not such individuals have signed signature cards for any deposit account. Authorized Users may be issued one or more of a user name, password, access code, Personal Identification Number or PIN, security token, or other access code or security device (collectively, “Authentication Devices”) by Bank or by Customer. Customer will maintain the security and confidentiality of all Authentication Devices, will not disclose or release any Authentication Device to any person who is not an Authorized User, and will notify Bank immediately upon learning of any unauthorized disclosure of or access to any Authentication Device. Bank may rely on the apparent authority of any person who accesses a Service on behalf of Customer using any Authentication Device or who signs an instruction or other communication with a signature that Bank reasonably believes matches a specimen supplied by Customer pursuant to this Agreement or any other agreement. To terminate the authority of any person whose Authentication Device was created or issued by Customer, Customer must invalidate such Authentication Device. To terminate the authority of any person whose Authentication Device was created or issued by Bank, by specimen signature provided to Bank, by corporate resolution, or by any other means administered by Bank, Customer will notify Bank that authorization has been terminated. Bank will implement a termination of authority within a commercially reasonable time after receiving notice from Customer.

**Electronic Access.** Customer may be granted access to some Services electronically through the Internet. Customer agrees to conduct business with respect to such Services electronically and acknowledges that agreements, instructions, authorizations, confirmations, and all other notices and communications sent or received electronically regarding such Services are binding and enforceable, whether or not confirmed in hard copy. If you access a Service electronically, such access is and remains subject to Bank’s rules and regulations and the applicable agreement for online and/or mobile banking. Customer is solely responsible for the selection, purchase, installation, and maintenance of hardware, software, communications services, power resources, security devices or services, and other technological resources needed for the safe, secure, effective, and efficient use of such Services and for the compatibility of all such resources with the Services. Customer agrees to use and regularly update anti-virus software and to implement any patches for such software. The minimum technical requirements currently needed to obtain Internet access for the proper delivery of the Services can be found by searching “Browser Requirements” on [www.easternbank.com](http://www.easternbank.com). By enrolling in Eastern Bank’s Cash Management Services, you specifically agree that any electronic signatures that you provide through Eastern Bank’s Cash Management Services are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the related documents just as if you had physically signed the same documents with a pen. In addition, you are agreeing to receive all communications relating to these accounts, products, and services electronically. Customer may not (a) consume excessive CPU time or storage space; or (b) utilize any Service to, or in any manner that could, (i) cause denial of service attacks against Bank or Internet users or otherwise degrade or impair the operation of Bank’s servers and facilities or the servers and facilities of other

Internet users; (ii) subvert, or assist others in subverting, the security or integrity of any of Bank’s systems, facilities, or equipment; (iii) gain unauthorized access to Bank’s computer networks; (iv) provide passwords or access codes to persons not authorized to receive such materials; (v) intentionally or unintentionally distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services; (vi) conduct port scans or other invasive procedures against any server; (vii) subject Bank to unfavorable regulatory action or to any liability for any reason, or adversely affect Bank’s public image, reputation, or goodwill; or (viii) interrupt or interfere with the usage of the Services by other persons.

**Customer’s Responsibility.** Customer agrees to follow reasonable business practices to avoid unauthorized use of the Services or access to Customer’s accounts, including auditing Customer’s internal books and records, establishing internal “dual control” procedures for Customer’s accounts, supervising all Authorized Users or Third-Parties, implementing one of the Positive Pay Services where necessary or appropriate to protect against unauthorized transactions, and promptly reviewing all confirmations, statements, and other communications Bank sends or otherwise makes available to Customer. Customer must notify Bank of any errors (such as a discrepancy in an account balance that may indicate a Bank posting error or an unrecorded or unauthorized transaction) within thirty (30) calendar days of receipt of the first statement, confirmation, or other communication reflecting such error. Customer’s sole remedy and Bank’s sole responsibility in the event of an error that is brought to Bank’s attention within such time period will be the correction of such error within a reasonable period of time if the same can be corrected without Bank incurring any financial liability.

**Business Information.** Customer will provide information reasonably requested by Bank regarding Customer’s business and business practices, including but not limited to information regarding the identity of principals and/or owners, the form of business organization, locations, type of industry, type of goods and services provided, and method of conducting sales. Bank retains the right to (a) review Customer’s business activity periodically to confirm Customer is conducting business as previously disclosed to Bank, and (b) reprice or terminate the Services based on changes to the facts previously disclosed by Customer.

**Financial Information.** Bank may request information from Customer in order to evaluate a continuation of the Services and/or adjustment of any limits applicable to the Services. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If Customer refuses to provide the requested financial information or if Bank concludes in its sole discretion that the risk of doing business with Customer is unacceptable, Bank may terminate selected Services or all Services under this Agreement. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

**Transaction Limitations.** In the event that Bank determines that providing Services to Customer results in unacceptable risk or credit exposure to Bank or may cause Bank to be in violation of any law, order, policy, or guidance to which it is subject, Bank may suspend or terminate any Service being provided to Customer, impose transaction limitations on Customer’s accounts, refuse to complete any transaction, or take such other actions or precautions as Bank may determine

are necessary or appropriate. Any determination made by Bank under this paragraph will be within Bank’s sole discretion. The Bank may also impose transaction limitations applicable to individual Services and may change those limits from time to time. Information regarding current limits is available on our web site at [easternbank.com](http://easternbank.com). If you submit a transaction through a Service that exceeds applicable limits, the Bank may, but is not obligated to, post the transaction to your account.

**Disclaimer of Warranties. WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.**

**Bank’s Liability.** Bank will not be liable to Customer (a) for any failure to complete a transaction for which there were insufficient available funds in the specified account; (b) for any failure to complete a transaction if the aggregate amount of transactions effected on that day exceeded any dollar limitation imposed by Bank; (c) for any failure to complete a transaction for which Bank did not receive instructions in accordance with this Agreement; (d) for any action or inaction, including any transaction completed or not completed, in good-faith reliance on instructions that Bank believed to have been given by an Authorized User or Third-Party; (e) for any failure to provide Services if such failure is the result of circumstances outside Bank’s control, including (but not limited to) work stoppages, interruptions in communications, power failures, riots, or acts of God; (f) for any error, failure, or delay in the transmission or delivery of data or records due to a breakdown in equipment or communications facilities; or (g) for any error, unless such error was the result of Bank’s gross negligence. **In no event will Bank be liable under any circumstances for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits, arising in any way out of the Services or your use of the Services.**

**Electronic Records.** All electronic records, ACH entries, security procedures, and related records used by Bank for transactions under this Agreement will be and remain Bank’s property. Bank may, at its sole discretion and at Customer’s sole expense, make such information available to Customer upon Customer’s request.

**Confidential Information and Proprietary Right in Data.** All information of a business nature relating to the assets, liabilities, or other business affairs of Customer or Customer’s customers that is disclosed to Bank by Customer and Customer’s customers in connection with this Agreement is confidential. Bank will not, without the express written consent of Customer, disclose or permit access to any such information by any person, firm, or corporation except as necessary to complete Customer’s transactions and administer Covered Accounts. Bank will cause its officers, employees, and agents to take such action as may be necessary or advisable to preserve and protect the confidentiality of such information and to limit the disclosure of such information to persons required to have access thereto for the performance of this Agreement, completion of Customer’s transactions, administration of Covered Accounts, or to any other party to which Bank may be required by law to report such information. Customer agrees to hold confidential and to use only in connection with the Service provided under this Agreement all information furnished to Customer by or on behalf of Bank, including but not limited to Bank’s product



and service pricing structure, system design, programming techniques, or other unique techniques. If Customer receives any confidential personal information from Bank, Customer acknowledges that such information may be protected by the federal Gramm-Leach-Bliley Act and regulations promulgated thereunder (and comparable provisions of state law) and Customer agrees to hold such information in confidence, keep it secure, and use it only for the purpose for which it was disclosed. In addition, if Customer at any time receives or acquires any information relating to another Customer of Bank, Customer will promptly return such information to Bank and not reveal such information to any other party and will not make use of such information for its own benefit. Bank's and Customer's obligations and agreements under this paragraph will not apply to any information supplied that was known to the recipient prior to the disclosure by the other, is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is agreed by the parties hereto that the performance of the Services is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a state regulatory agency, and Customer agrees to the release of Customer's reports, information, assurances, or other data as may be required by a government agency or authority under applicable laws and regulations. Customer agrees that any specifications or programs developed by Bank in connection with this Agreement or supplied or made available to Customer by Bank are the exclusive property of Bank and its agents, suppliers, or contractors, and further agrees that such material will not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause will survive the termination of this Agreement.

**Dispute Resolution (including Class Action Waiver and Jury Trial Waiver).** In the event of any damages for which Bank or Customer may be liable to each other or to a third party in connection with the Services provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party. Furthermore, you and we agree to work in good faith to resolve between us all disputes, claims, and other controversies arising out of or relating to this Agreement, your accounts or account services, or any other aspect of the relationship between us or any Related Party ("Claims"). For purposes of this Agreement, "Related Party" means our parent company, subsidiaries, affiliates, employees, officers, directors, and agents and any third party that pursues a Claim with you or on your behalf. During discussions, each party will honor the other's reasonable requests for information relating to the Claim. With respect to all Claims between you and Bank: (1) **WE BOTH WAIVE OUR RIGHT TO A JURY TRIAL** and agree that the judge or arbitrator, sitting without a jury, will determine the rights and remedies of the parties with respect to all disputes, claims, or controversies between us; and (2) **YOU WAIVE YOUR RIGHTS: (i) TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION**, either as a class representative, class member, or class opponent, (ii) **TO ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION**, and (iii) **TO JOIN OR CONSOLIDATE CLAIM(S) INVOLVING US WITH CLAIMS INVOLVING ANY OTHER PERSON.**

**Waiver.** No failure by a party to enforce its rights under this Agreement will constitute a waiver of such rights unless the waiver is explicit and is in writing signed by the party against whom enforcement is sought. No waiver of a right on any one occasion will constitute a waiver of the same or any other right on any future occasion.

**Indemnification.** Customer will indemnify and hold Bank harmless from and against any and all losses, costs, damages, liabilities, or other expenses (including, without limitation, legal expenses and the expenses of other professionals) (collectively, "Losses") in any way resulting from (a) the breach of any of Customer's representations, warranties, or obligations pursuant to this Agreement; (b) any act or omission of any Authorized User or Third-Party; (c) any act or omission of Bank taken or not taken in reliance on information or instructions Bank reasonably believed in good faith to have been provided by an Authorized User or Third-Party; (d) the provision of any Service in accordance with this Agreement; or (e) negligent acts or omissions of Customer or its directors, officers, employees, or agents in connection with this Agreement, provided, however, that Bank will not be indemnified for any Losses to the extent caused by its own intentional misconduct, bad faith, or gross negligence. This provision will survive termination of this Agreement.

**Notices.** Any notice required or permitted to be given pursuant to this Agreement or in connection with any Service will be in writing and will be delivered (a) in hand; (b) by facsimile, subject to confirmation of receipt; (c) by nationally recognized overnight courier; or (d) by first-class mail. Alternatively, notices to Customer may be provided electronically. All notices to Customer will be addressed to the contact person identified for the particular Service to which the notice relates or to Customer's address of record with Bank. You agree that email or other electronic communications that we send you, including communications through the online notification portal, shall be treated as "writing" and shall bind each of us in the same way as a written communication. Unless otherwise provided under applicable law, any electronic communication you send to us will not be effective until we receive it and have had reasonable opportunity to act on it. Notices to Bank will be addressed to the postal address listed in the "Contact Us" section of this booklet, Attention: Commercial Product Director. Either party may change its address in accordance with this paragraph. All notices will be effective on the actual date of receipt or three (3) days after being sent, whichever occurs first.

If Customer sends Bank an electronic mail message, Bank will be deemed to have received it on the following business day. If Bank sends Customer an electronic mail message, Customer will be deemed to have received it three (3) business days after the date sent by Bank, whether or not Customer accesses the Service during that time. Unless otherwise expressly permitted under this Agreement, Customer should not use electronic mail communications for legal notices required to be given to Bank under this Agreement.

Customer should not rely on electronic mail for communications that must be immediate - for example, to report an unauthorized transaction or to stop a payment that has already been issued. For urgent communications, please telephone Bank at **1-800-333-8000**.

Except with respect to notices for which a particular notice period is specified by law or in this Agreement, Bank will have a reasonable opportunity to act on any notice received from Customer.

**Entire Agreement.** This Agreement, including any agreement as to pricing, any Service Requests submitted by Customer, and any instructions, user guides, and other documentation

provided by Bank relating to accounts, the Services generally or to any particular Service (collectively, the "Ancillary Documents"), together with any updates or amendments to any of the foregoing, contains the entire understanding of the parties with regard to the Services and supersedes all prior agreements, understandings, or representations between the parties with respect thereto. In the event of any conflict or inconsistency between this Agreement and any Ancillary Document, the Ancillary Document will prevail if the Ancillary Document pertains to the specific Service in question. Otherwise, this Agreement will prevail.

**Independent Contractors.** Nothing contained in this Agreement will be construed to create any agency, partnership, or other form of joint enterprise between Customer and Bank. Each party acts as an independent contractor. Nothing contained in this Agreement will be construed to create or impose upon Bank any fiduciary obligations or duties to Customer.

**Amendment.** This Agreement may be amended by Bank in its sole discretion. Bank will give Customer notice of any amendment made by Bank unilaterally if the amendment will adversely affect Customer's use of the Services or increase Customer's cost of using the Services. No notice is required if the change does not adversely affect Customer. If required under this paragraph, notice of an amendment may be provided electronically or in any of the methods specified in the "Notices" provision, above. Customer's continued use of the Services after the effective date of the amendment will constitute Customer's agreement to such amendment. No amendments requested by Customer will be effective unless agreed to in writing by Bank.

**Term and Termination.** This Agreement, or any Service provided pursuant to this Agreement, will be in effect from the date the first Service is activated for Customer until this Agreement is terminated as described in this paragraph. The Agreement will terminate automatically if all of Customer's Covered Accounts are closed. This Agreement may be terminated by either party, with or without cause, by giving notice of termination at any time. Any termination by Customer will be effective twenty-five (25) days after notice or on any other date that is mutually agreeable to the parties. Any termination by Bank will be effective on the date specified in the notice of termination. The parties' rights and obligations with respect to transactions performed prior to the effective date of termination, including Customer's obligation to pay fees related to such transactions and to indemnify Bank for any Losses resulting from or related to such transactions, will survive termination.

**Compliance.** Customer agrees to comply with all (a) applicable federal, state, and local laws, regulations, ordinances, guidelines, procedures, and policies, including without limitation the rules of the Office of Foreign Assets Control ("OFAC"); (b) the National Automated Clearing House Association rules ("ACH Rules"); (c) rules of the Electronic Check Clearing House Organization and any other clearinghouse or other organization whose rules apply to Bank's check-processing or other transactions; (d) the terms and conditions of this Agreement; (e) the terms and conditions of any deposit account agreement or loan agreement in effect between Customer and Bank with respect to any Covered Account; and (f) Bank's policies and procedures, including without limitation Bank's policies and procedures regarding information and data security, in each case as in effect from time to time (collectively, "Applicable Laws"). Customer understands and agrees that failure to comply with applicable ACH Rules could

result in liability for fines and other penalties assessed against Bank pursuant to those rules, which Customer agrees to pay directly or reimburse to Bank as imposed. Information regarding OFAC requirements can be obtained by calling the OFAC Compliance Hotline, toll-free, at **1-800-540-OFAC**. Information regarding the ACH Rules can be obtained by contacting the National Automated Clearing House Association at 2550 Wasser Terrace, Suite 400, Herndon, VA, 20171, online at [www.NACHA.org](http://www.NACHA.org) or, by telephone at **1-703-561-1100**.

**Financial Transactions Compliance.** Customer understands and agrees that Bank is subject to various laws governing financial transactions, including without limitation the Bank Secrecy Act, the USA PATRIOT Act, regulations issued by the Treasury Department, and rules issued by OFAC, as a result of which Bank must sometimes screen transactions or interested parties against government databases (such as OFAC's list of Specially Designated Nationals), report transactions, freeze accounts, or take other actions with respect to Customer's financial transactions or accounts. Customer understands and agrees (a) Bank will have no liability to Customer as a result of any action or refusal to act that Bank believes in good faith is required by any such law, and (b) Customer will hold Bank harmless from and against any loss, cost, damage, penalty, or other expense incurred by Bank under any such law as the result of Customer's transactions or accounts.

**Audit.** Bank will have the right, but not the obligation, to audit Customer's compliance with the requirements in the "Compliance" and "Financial Transactions Compliance" provisions, upon reasonable notice, during normal business hours, and without interfering with the normal business operations of Customer. Any such audit will also be subject to any obligations of confidentiality as reasonably requested by Customer. In connection with any audit conducted by Bank, Customer agrees to grant Bank access to its books and records for the sole purpose of determining Customer's compliance with the requirements set forth above. Customer also agrees to maintain books and records for such periods as requested by Bank as may be required by ACH Rules and applicable laws and regulations.

**Assignment.** No right or interest conferred under this Agreement will be assignable without the prior written consent of the other party, and any assignment made without such consent will be null and void. Notwithstanding the foregoing, Bank may assign this Agreement or any part of it to any of Bank's affiliates or to a successor of Bank by merger or acquisition.

**No Third-Party Beneficiaries.** Except as otherwise provided herein, this Agreement will not be construed to confer any rights or remedies upon any person who is not a party to this Agreement, whether as a third-party beneficiary or otherwise, against Customer or Bank, or their respective successors, assigns, and affiliates.

**Successors.** This Agreement and all the terms and provisions herein will be binding upon and will inure to the benefit of the parties hereto and their successors and permitted assigns.

**Business Days.** Bank's business days are Monday through Friday, excluding state and federal bank holidays.

**Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, the invalidity will not affect the validity of the remaining provisions of this Agreement and the parties will substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.



**Governing Law.** This Agreement will be governed by federal law and by the laws of the state in which the applicable account was opened. An account opened online is deemed to be opened in the Commonwealth of Massachusetts. If there is any conflict between these rules and regulations and applicable federal and state laws, these rules and regulations will be deemed to be amended to the extent necessary to comply with the law.

## II

### TERMS AND CONDITIONS APPLICABLE TO SPECIFIC CASH MANAGEMENT SERVICES

#### A. ACCOUNT RECONCILIATION SERVICE

**Description of Service.** Bank provides deposit, partial, and full account reconciliation services for Covered Accounts.

**Deposit Reconciliation.** Bank will provide Customer with a report of deposit activity during each statement period, detailing the source, date, and amount of each deposit made with a coded deposit ticket. Bank will provide Customer with coded deposit tickets for each deposit source (such as store or branch location) identified by Customer. To be included in the deposit reconciliation, a deposit must be accompanied by a properly encoded deposit ticket.

**Partial Reconciliation.** Bank will provide Customer with data regarding all items paid during the statement period. Information can be provided by check number or date, at Customer's option.

**Full Account Reconciliation.** Customer will provide Bank with information regarding all items issued during a statement period. Information must be provided to Bank within one (1) business day of issuance and must be submitted in accordance with specifications provided by Bank. Bank will provide Customer with a reconciliation and balance statement showing the activity on all identified items during the statement period.

#### B. MULTI-PURPOSE SWEEP SERVICE

**Description of Service.** The Multi-Purpose Sweep Service allows Customer to establish a "Target Balance" of available funds for a Covered Account and authorizes Bank to transfer funds into or out of the Covered Account at the end of each business day to maintain the Target Balance. Transfers may be made to or from a Line of Credit, or an Interest Bearing Checking Account.

**Service Request.** To establish a Sweep Service, Customer must submit a Service Request to Bank (a) identifying the Covered Account; (b) setting a specified balance of available funds for the Covered Account (the "Target Balance"); (c) specifying an Interest Bearing Checking Account and/or a Line of Credit account established by Customer with Bank; and (d) selecting the sweep feature to be applied to the Covered Account.

**The Sweep Service.** At the end of each business day, Bank will determine whether the balance of available funds in the Covered Account is greater than or less than the Target Balance. Based on the sweep feature selected by Customer:

**Sweep to and from Interest Bearing Checking.**

If the balance of available funds in the Covered Account exceeds the Target Balance, Bank will transfer the excess funds from the Covered Account to the Interest Bearing Demand Deposit Account for purposes of earning interest. If the balance of available funds in the Covered Account is less than

the Target Balance, Bank will transfer the shortfall amount from the Interest Bearing Demand Deposit Account to the Covered Account. If there are not sufficient available funds in the Interest Bearing Demand Deposit Account to cover the shortfall amount, Bank will transfer all available funds from the Interest Bearing Demand Deposit Account and the Covered Account will not achieve the Target Balance.

**Sweep to and from a Line of Credit.** If the balance of available funds in the Covered Account exceeds the Target Balance, Bank will transfer the excess funds from the Covered Account to the Line of Credit, which amount will be applied to pay any outstanding balance of the Line of Credit. Any amount in excess of the outstanding balance of the Line of Credit will remain in the Line of Credit account as a credit balance. If the balance of available funds in the Covered Account is less than the Target Balance, Bank will make a Line of Credit advance in the shortfall amount and will deposit the advance in the Covered Account. If there is not sufficient available credit in the Line of Credit to advance the entire shortfall amount to the Covered Account, Bank will make an advance up to the credit limit of the Line of Credit and the Covered Account will not achieve the Target Balance.

**Dual Sweep.** If the balance of available funds in the Covered Account exceeds the Target Balance, Bank will transfer the excess funds, first, to pay the outstanding balance of the Line of Credit account and any amount in excess of the outstanding balance of the Line of Credit account to the Interest Bearing Demand Deposit Account for purposes of earning interest. If the balance of available funds in the Covered Account is below the Target Balance, Bank will transfer any available funds in the Interest Bearing Demand Deposit Account to achieve the Target Balance in the Covered Account; if there are not sufficient available funds in the Interest Bearing Demand Deposit Account, Bank will make a credit advance from the Line of Credit to the Covered Account in the amount required to increase the balance of available funds in the Covered Account to the Target Balance. If there is not sufficient available credit in the Line of Credit to advance the entire shortfall amount to the Covered Account, Bank will make an advance up to the credit limit of the Line of Credit and the Covered Account will not achieve the Target Balance.

#### C. ZERO BALANCE ACCOUNT SERVICE

**Description of Service.** Through the Zero Balance Account ("ZBA") Service, Bank will transfer money at the end of each business day between an account designated by Customer as the "Master Account" and Subaccounts designated by Customer as the "Subaccounts," so that all Subaccounts have a zero balance after processing all deposits and payments made to or from the Subaccount that day.

**Designation of Accounts.** Customer will identify a demand deposit account as its Master Account and one or more demand deposit Subaccounts on the Service Request. Customer may add additional Subaccounts by submitting additional Service Requests.

**Account Transactions.** During a business day, deposits, checks, and other items received by Bank will be posted to the Master Account and each Subaccount, as specified in

the item, in the normal course. At the end of each business day, if there is a balance remaining in a Subaccount, the exact amount of the balance will be transferred to the Master Account. If there are insufficient funds in a Subaccount to pay all items posted to the Subaccount, the exact amount needed to pay such items will be transferred from the Master Account to the Subaccount. If there are insufficient funds in the Master Account to pay all items drawn on the Master Account and all Subaccounts, Bank may, but is not obligated to, overdraw the Master Account.

#### D. CHECK ARCHIVE SERVICE

**Description of Service.** Bank will provide Customer with access through Eastern Treasury® to a copy of the front and back of each check paid during the covered period from Customer's Covered Accounts. This electronic Check Archive is only available through Eastern Treasury if Customer has chosen to receive electronic communications, therefore Customer should print or save copies of the Check Archive before closing an account for which Customer is receiving electronic statements and before withdrawing consent to receive statements and notices electronically.

#### E. COIN AND CURRENCY SERVICE

**Description of Service.** Bank will fill coin and currency orders requested by Customer through Bank's online ordering system ("Orders") and will process coin and currency deposits made by Customer ("Deposits").

**Using the Service.** Customer will designate a Covered Account that will be used to fund Orders and to which Deposits will be made. Orders may be submitted online by Customer location specified in the Service Request.

**Third-Party Services.** Orders and Deposits will be delivered by a third-party carrier identified by Customer in Customer's Service Request and acting on behalf of Customer. Customer agrees that Bank will have no responsibility for an Order once delivered to the third party or for a Deposit until received from the third-party.

#### F. ELECTRONIC DATA INTERCHANGE ("EDI") EMAIL DELIVERY SERVICE

**Description of Service.** Customer's deposit account(s) at Bank may be credited with electronic payments from third parties. Some of these payments will be accompanied by information, referred to as "Payment-Related Information", such as an invoice number or purchase order number, to facilitate the proper allocation of the electronic payment by Customer. Bank will provide Customer with all Payment-Related Information received with respect to Covered Accounts by email to the email address identified by Customer in the Service Request.

#### G. LOCKBOX SERVICE

**Description of Service.** Bank will process remittances delivered to a post office box for Customer's account. Different versions of this Service are available for wholesale and retail applications. Customer must select a version at the time of submitting the initial Service Request. A Treasury Services representative can assist in determining which version is most appropriate for Customer's needs.

**Use of the Service.** At the time of submitting a Service Request, a post office box ("Lockbox") will be rented by or assigned to Customer. Customer may then provide the Lockbox address to its customers to be used for submitting remittances to Customer. Customer will be responsible for paying rental fees for the Lockbox, but Bank will

have exclusive control over and access to the Lockbox. Remittances received in the Lockbox will be opened and processed on the business day on which they are received (subject to any cut-off time specified by Bank) in accordance with Customer's processing instructions and the following Bank policies:

**All Remittance Instruments.** Will be endorsed on behalf of Customer, imaged, and credited to Customer's account. The date, batch number, sequence number, and Customer's account number will be printed on the back of each financial instrument.

**Cash.** Should not be sent to the Lockbox. If received by the Lockbox, cash will be processed. However, Bank will not be responsible for any discrepancy in amounts claimed by Customer or its customers.

**Overnight Deliveries.** These will be opened and processed for same-day ledger credit if remittances are enclosed within the package, and if received and signed for by **9 AM ET**. All deliveries received after that time will be processed on a next-day basis. Customers with same-day reporting may have later reporting times based on their frequent receipt of overnight deliveries. All contents of an overnight delivery other than bank remittances will be forwarded to Customer.

**All Other Mail Received.** Any items received in the Lockbox other than as described above will be handled in accordance with instructions specified by Customer in the Lockbox Setup Form.

**Reporting.** Bank will report Lockbox activity to Customer in accordance with the options designated by Customer in the initial or any updated Service Request.

#### H. IMAGE CASH LETTER ("ICL") SERVICES

**Description of Service.** Customer can use the Remote Check Deposit Service ("RCD or the Corporate Image Cash Letter Service ("Corporate ICL") to make deposits to Covered Accounts by scanning checks and, for RCD, invoices (collectively, "Items") to capture payment data and submitting such data to Bank electronically.

**Scanning Items and Transmitting Files.** Customer must endorse each Item to be deposited and, using a hardware and software that meets Bank's requirements, capture a clear image of the front and back of each Item, including the following information:

- The amount of the Item
- The payee
- The drawer's signature
- The date of the Item
- The Item number
- The information identifying the drawer and the paying bank that is preprinted on the Item, including the MICR line (showing the routing transit number, the account number, the check amount, and, when encoded, the serial number and the process control field)
- All other information placed on the Item prior to the time the image is captured, such as any required identification written on the front of the Item and any endorsements applied to the back of the Item

Images shall also meet any standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or



any other regulatory agency, clearinghouse or association. Customer will be solely responsible for the purchase, installation, operation, maintenance and accuracy of the hardware and software it uses to capture and transmit the images.

Customer must transmit the image files (individually or collectively, a "File") to Bank in accordance with the security and other procedures ("Procedures") set forth by Bank from time to time. To ensure accuracy, Customer will balance the deposit dollar amount to the sum of the Items ("Balanced File") prior to transmitting the File in accordance with the Procedures. Customer may send multiple Files to Bank throughout the day. The Balanced File must be received by Bank no later than the cutoff time specified in the Procedures ("Cut-Off Time"). A File that is received after the Cut-Off Time will be deemed to have been received on the next business day. Bank reserves the right to restrict the number of Files that may be transmitted per day and to modify the Cut-Off Time. These modifications are effective immediately and may be implemented prior to Customer's receipt of notice of the modifications.

**Excluded Items.** The following Items are not eligible for deposit through the ICL Services:

- Items not payable to Customer
- Items drawn on an account of Customer or its affiliates
- Items drawn on financial institutions located outside the United States or its territories
- Items that Customer suspects or should know to be fraudulent, forged or not authorized by the legal owner of the account on which they are drawn or in violation of any law
- For Corporate ICL, Items that are not "checks" as defined in Federal Reserve Board Regulation CC

**Receipt of File.** Customer agrees that Customer will remain liable for, and that Bank will not be accountable to Customer for, a File and/or Item(s) that are not received by Bank and for a File and or Item(s) that are intercepted or altered by an unauthorized third party. Upon receipt of the File submitted by Customer, Bank may examine the File and the images to ensure that Customer has followed the Procedures. If Customer has not followed the Procedures or if errors exist in the data or the images contained in the File, Bank, in its sole discretion, may reject and not accept the entire File or Bank may elect to correct the error, accept, and process the File ("Corrected File"). As a form of correction, Bank may credit Customer's account for the full amount of the deposit and may make any necessary adjustments to correct the error. Bank may, at its option, also perform a risk management analysis of the File submitted by Customer to detect potentially fraudulent Items and, in its sole discretion, the image(s). If, after examination of the File and images, Bank determines that Customer has processed and transmitted the File in accordance with the Procedures, the File is balanced, and the images meet Bank's requirements, then Bank will accept the File ("Accepted File") for deposit to Customer's deposit account. Upon acceptance of the File, Bank will electronically notify Customer of receipt and acceptance of the File for deposit. Notwithstanding the fact that Bank has accepted the File for deposit, Customer will remain liable to Bank for any errors, inaccuracies, breach of warranties, and other loss sustained by or claim made against Bank by any party.

**Provisional Credit and Availability of Funds.** Upon acceptance of the File, Bank will grant Customer's account provisional credit for the total amount of the Corrected File or the Accepted File. The provisional credit means that the credit is made to Customer's account subject to final payment of the Items and subject to the terms of the applicable deposit account agreement. For the purpose of determining availability of funds and the period of time for which funds may be held by Bank under Federal Reserve Board Regulation CC, Customer agrees that the deposit is not an electronic deposit and that the place of deposit will be Bank's operations center located at 601 Edgewater Drive, Suite 150, Wakefield, MA 01880.

**Collection of Items.** Bank, in its sole discretion, will determine the manner in which images will be presented for payment to the drawee bank. Likewise, Bank, in its sole discretion, will select the clearing agents used to collect and present the images, and Bank's selection of the clearing agents will be considered to have been designated by Customer. Bank will not be liable for the negligence of any clearing agent. Collection of Items is also subject to Bank's rules and regulations and the applicable deposit account agreement.

**Contingency Plan.** Customer agrees that, in the event Customer is not able to capture, balance, process, or otherwise transmit a File to Bank for any reason, including but not limited to communications equipment or software outages, interruptions, or failures, Customer will transport the physical checks and deposits to an office of Bank and will deposit the original checks with Bank until such time that the outage or other interruption can be identified and resolved. The deposit of original checks at an office of Bank will be governed by the applicable deposit account agreement and not by the terms of this Agreement.

**Returned Items.**

- a. Chargeback of Returned Items.** If images of Items deposited by Customer are dishonored and returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including but not limited to issues relating to the quality of the image, Customer understands and agrees that, since Customer either maintains the original Item or has destroyed the original Item in accordance with this Agreement, the original Item will not be returned and Bank may charge back an image of the Item to Customer's deposit account. Customer understands and agrees that the image may be in the form of an electronic or paper reproduction of the original Item or a substitute check. Unless otherwise instructed by Bank, Customer agrees not to deposit the original Item if an image or other debit as previously described is charged back to Customer.
- b. Special Instructions.** Customer may request that Bank re-present returned Items to the drawee or process returned Items according to instructions provided by Customer to Bank ("Special Instructions"). These Special Instructions may be given to Bank in a separate document in conjunction with or subsequent to the execution of this Agreement. Bank will not be bound by such Special Instructions until such time as Bank has agreed in writing to accept the Special Instructions. Notwithstanding the fact that Bank has agreed to accept the Special Instructions, Bank may, in its sole discretion, disregard the Special Instructions and charge the returned Item back to Customer account to which the Items were deposited. In the

event that Customer has requested that returned Items be re-presented, in no event will Bank re-present an Item or ACH entry in excess of the limit established or permitted for the number of times that an Item or ACH entry may be re-presented by law, rules, regulations, agreement, or operating circular. Customer may change or amend the Special Instructions by providing Bank a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions will not become effective until acknowledged and accepted in writing by Bank. Customer hereby agrees to pay any fees assessed by Bank for returned Items.

**Storage of Original Items.** Customer will not destroy or dispose of original Items at least until Customer has received notice from Bank that the File has been accepted as described in the "Receipt of File" provision of this Agreement. Prior to destruction or disposal, Customer will be solely responsible for the secure storage of the original Item for a period of time to be determined by Customer. Customer will take appropriate security measures to ensure that only authorized personnel will have access to the original Item, that the information contained on the Item will not be disclosed, and that the original Item will not be duplicated, will not be scanned more than one time, and will not be deposited or negotiated in any form. Customer will destroy or otherwise dispose of the original Item in a commercially reasonable manner upon the expiration of Customer's retention period.

**Warranties.** Customer represents and warrants the following to Bank:

- a. Items Deposited.** Customer will deposit only Items that are authorized by this Agreement and the applicable deposit account agreement.
- b. Image Quality.** The images of the Items transmitted by Customer to Bank contain an accurate representation of the front and the back of each Item, and the images comply with the requirements of the "Scanning Items and Transmitting Files" provision of this Agreement.
- c. Accuracy of Information.** All data submitted by Customer to Bank is complete and accurate, including but not limited to data contained in the MICR line of the Item.
- d. No Duplicates.** Customer will not (a) create duplicate images of the Items; (b) transmit duplicate images or files to Bank; or (c) deposit or otherwise negotiate the original Items from which the images were created. No subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee, or endorser, will be asked to pay either the original Item from which an image was created or a duplication (whether paper or electronic, including ACH entries) of the Item.
- e. No Loss.** No subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee, or endorser, will sustain a loss as the result of the fact that the image was presented for payment or returned instead of the original Item.
- f. Information.** All information provided by Customer to Bank is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Customer.

Customer is not engaged or affiliated with any businesses, products, or methods of selling other than those disclosed to Bank.

**g. Transactions.** All Items and business transactions of Customer are bona fide.

**Third-Party Services.** Customer may use special equipment, software or services provided by a third-party to assist in processing Items and files for the ICL Services ("Third-Party"). Customer agrees that (a) any Third- Party is acting as Customer's agent in the delivery of Items and files to Bank, and (b) Customer assumes full responsibility and liability for any act or omission of Third-Party, including but not limited to any failure of Third- Party to comply with any Applicable Laws. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by a Third-Party or a malfunction of equipment or software provided by a Third-Party. Customer will provide at least ten (10) days advance written notice to Bank in the event it uses any such Third-Party. Customer is solely responsible for maintaining compliance with the requirements of any Third- Party, including obtaining any software updates. Bank will not have any responsibility for any Item or file handled by a Third-Party until the point in time when Bank accepts and approves an Item or file from such Third-Party for processing.

**I. EASTERN TREASURY®**

**Description of Service.** Eastern Treasury refers to the online and mobile banking services through which Customer may access its Covered Accounts and obtain certain electronic banking services, as described in this section. Some features of Eastern Treasury will be available only through the online platform and not through the mobile app (currently Electronic Statements, Positive Pay Services and Business Bill Pay) and others will be available through both the online platform and the mobile app. This Agreement supplements the deposit or other agreements between you and us for your Covered Accounts. In the event of any conflict or inconsistency between the provisions of this Agreement and any other document pertaining to Eastern Bank services or products, this Agreement shall govern and control. You should read this Agreement carefully to understand how Eastern Treasury works, as well as your rights and obligations if you use Eastern Treasury. You should review the other account-related agreements and fee schedules for any applicable fees, for limitations on the number of transactions you can make, liability rules for electronic fund transfers, and for other restrictions that might impact your use of an account with Eastern Treasury.

**Covered Accounts.** You acknowledge and agree: (a) all Users will have access to all Covered Accounts to the extent granted by the Administrator or User with administrative rights and will be authorized to access such Covered Accounts and perform any transaction available through Eastern Treasury, whether or not the User is named on any signature card or other authorization document for such Covered Account; (b) any User who is granted access to a Covered Account will be able to view and perform any transaction that is available through Eastern Treasury for that account, even if the User is not a named accountholder or authorized user on the account; and (c) if any Covered Account is a joint account, the Users who are granted access to the Covered Account are authorized to act on behalf of all owners of the Covered Account.



**Creating and Managing Users.** Customer may authorize users and control their scope of activities by designating user levels, access levels, and account settings. Customer will designate an Administrator (called a “Legal Administrator” in Eastern Treasury®) to manage user access to Eastern Treasury. The Administrator may designate additional users. The Administrator and all other designated users are collectively referred to as the “Users”. The Administrator may grant user maintenance permissions to other Users, who may then designate other Users. The Administrator may not enroll in services through Eastern Treasury or grant levels of access to other Users that have not been granted to the Administrator. For each User, the Administrator can designate which Covered Account(s) the User will have access to and the types of transactions the User may perform in the Covered Account(s). If the Administrator does not limit the Covered Accounts to which a User has access or the types of transactions the User may perform, the User will have access to all Covered Accounts and may perform any transactions available for those Covered Accounts through Eastern Treasury.

Each User shall be deemed to be the duly authorized representative of the accountholder with respect to all transactions effected through Eastern Treasury and a duly “Authorized User” under this Agreement. You are responsible for (and we will have no liability to you for) any unauthorized payments, transfers or other transactions performed on any Covered Account that are made by a User who accesses Eastern Treasury using a valid Security Code and performs transactions that are within his or her access settings, even if the transaction exceeds the instructions you have given the User.

To change the Administrator or revoke the Administrator’s authority, **contact the Bank at:**

**1-800-333-8000**

**or write to us at:**

Eastern Bank  
Business Services Team  
601 Edgewater Drive  
Suite 150  
Wakefield, MA 01880

No change or revocation of the Administrator’s authority will be effective until we have received your notice and had a reasonable opportunity to act on it.

To revoke the authority of any User other than the Administrator, the Administrator or another User with user maintenance permissions should make the change through Eastern Treasury.

***We are entitled to rely on the apparent authority of any person who accesses Eastern Treasury using a valid Security Code. Except as otherwise provided by law, you will indemnify Bank and hold it harmless for any loss or expense caused by any person who accesses Eastern Treasury, initiates a transaction, or confirms a wire using any Security Code.***

If there is any conflict between the terms of this Agreement and of any other document regarding how transactions are to be authorized, this Agreement shall control.

**Security Codes.** Each User will use a Company ID, a User ID and a password (collectively with any other security device or access code, “Security Codes”) to access Eastern Treasury. You will use the same Security Codes for both online and mobile banking. Bank will provide Customer with a Company ID and password. The Administrator should change the password during the initial login and choose a User ID. The Administrator or a User with user

maintenance permissions will select a User ID and initial password for each new User. All Users will use the same Company ID. Each User can change his or her password through Eastern Treasury.

You agree to: (a) keep each Security Code secure and strictly confidential; (b) disclose the Company ID only to authorized Users; (c) disclose User IDs only to the User to whom the User ID is issued; (d) instruct each person to whom you give a Security Code that he or she is not to disclose it to any unauthorized person; (e) immediately notify us if you believe a Security Code may have become known to an unauthorized person; and (f) immediately change any User ID or password that you believe may have become known to an unauthorized person. We may suspend or cancel any Security Code if we suspect it is being used in an unauthorized or fraudulent manner.

Eastern Treasury utilizes a one-time authorization code or link (“Authentication Code”) as an additional level of security for certain transactions. A User must provide contact information at the first login, which contact information will be used as an authentication channel for future transactions. An Authentication Code can be transmitted by email, voice or text message (available only for mobile phones). Each User may update his or her Authentication Code contact information via Eastern Treasury. If a User chooses to send an Authentication Code to a mobile phone, the mobile carrier’s message, minute, data and other rates will apply. By providing a mobile number for an Authentication Code, each User certifies that the User is the account holder for the mobile phone account or has the account holder’s permission to use the mobile phone number, and consents to receive one-time voice calls or text messages to conduct transactions. Authentication Codes may be sent using auto-dialer technology.

Some Internet-enabled devices have a fingerprint recognition feature, retinal scan, or other authentication feature that will allow you to access Eastern Treasury without entering your Security Codes. If the Bank accepts the type of authentication feature available on your device and you activate the authentication feature for Eastern Treasury, use of the device’s authentication feature will be deemed to be use of the applicable Security Codes with your authorization.

You acknowledge and agree that (a) the confidentiality and security of the Security Codes are your responsibility, (b) you will take reasonable steps (including implementing the recommendations in the Security Guidelines given to you and available at [www.easternbank.com/business-security-center](http://www.easternbank.com/business-security-center)) to protect the confidentiality and security of the Security Codes and of any proprietary information or devices made available to you by Bank in connection with Eastern Treasury, and (c) you will notify Bank immediately if you have any reason to believe that the confidentiality and security of the Security Codes or any other confidential information has been breached or may have been breached. Upon such notification, Bank will take reasonable steps to mitigate the impact of such breach but shall not be liable for any losses resulting from such breach.

You acknowledge that the Security Guidelines contain recommendations to maintain the security and confidentiality of the Security Codes as well as for security in connection with the use of Eastern Treasury but are not designed to detect or prevent errors in the use of Eastern Treasury. Any errors in connection with the use of Eastern Treasury are your sole responsibility, even if from time to time the Bank detects an error and acts to remedy such error.

If you have a joint account or multiple Users, one notice will be effective as to all accountholders or users. By using Eastern Treasury®, you acknowledge and agree that the security procedures described above are commercially reasonable. Unless otherwise provided by law, you agree to be bound by transaction instructions, whether authorized or unauthorized, that we implement in compliance with these procedures, unless you have given us notice of possible unauthorized use and we had a reasonable opportunity to act on such notice.

No Eastern Bank employee, nor any company affiliated with Eastern Bank, will contact you via email or phone requesting your Security Codes. If you are contacted by anyone requesting this information, please contact us immediately.

**Service Hours.** Eastern Treasury generally will be available 24 hours per day, 7 days per week, except during system maintenance, upgrades, or other services. When this occurs, a message will be displayed when you sign into the Eastern Treasury Service. Except as otherwise provided in this Agreement, transactions entered through Eastern Treasury in accordance with this Agreement will be processed on the business day they are received by Bank. Transactions received after any applicable cut-off time or at any time on a non-business day will be processed on the next business day.

**Limitations on Transactions.** You agree not to use Eastern Treasury to make or receive any transfer in violation of applicable law. If you request such a transfer, we are not obligated to process it. Bank may impose additional limits on payments, deposits, or transfers through Eastern Treasury and may change those limits from time to time. We will give you notice of applicable limits as required by law. If you submit a transaction through Eastern Treasury that exceeds applicable limits, Bank may, but is not obligated to, post the transaction to your account.

#### **i. Basic Eastern Treasury**

**Account Information.** (i) You may view current balance information or review transaction activity (including pending transactions) for your Covered Accounts. Current balances may include deposits that are still subject to verification and may not include deposits or loans that are in process, outstanding checks or payments, or other withdrawals, payments, credits, charges, or debits that have not yet been posted to the Covered Account. (ii) You may perform certain self-service activities such as stopping payment on checks, viewing front and back images of checks, changing your password, changing your email address and researching up to 365 days of historical account balance and activity information. (iii) Account statements will be available through the Eastern Treasury online platform and not on the mobile app.

**Fund Transfers.** You may transfer funds among Covered Accounts, including:

- Transferring funds between deposit accounts;
- Transferring funds from a deposit account to make a payment on a loan account; and
- Transferring an advance from a line of credit to a deposit account.

#### **ii. Alert Messages**

Eastern Treasury allows you to request automated alert messages for your Covered Accounts. We offer

alert messages to notify you of a variety of events and circumstances. You may select the types of alerts you wish to receive, the persons who should receive them, and the method by which they will be transmitted (voice, text, or email) through the Alerts Center service. When you provide an email address, mobile phone number or any other contact information, you represent that you are the owner of the email address, mobile phone number, and/or other contact information or that you have the owner’s permission to use the email address, mobile phone number or other contact information for Eastern Treasury. When you provide us with a phone number, you expressly consent to receiving communications (including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system) from us and third parties associated with Eastern Treasury at that number. This express consent applies to each such telephone number that you provide now or in the future and permits such calls for non-marketing purposes. If you change your mobile phone number, email address, or other contact information, you must update your contact information using Eastern Treasury.

Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. While Bank does not charge for the delivery of the alerts, please be advised that text, or data or other charges or rates may be imposed by your carrier.

#### **iii. Electronic Communications; Statements and Notices**

Customer may ask to receive electronic statements and notices for the Covered Accounts. If the online delivery option is chosen, a paper copy of the statements and notices will no longer be provided. To request electronic communications, Customer may enroll in the service by submitting a Service Request, by contacting the Business Services Team or Customer’s account officer, or by visiting a local branch. Upon enrollment, Customer will be able to view all of Customer’s accounts enrolled in Eastern Treasury. For new deposit accounts, Customer will be able to view a statement online after the first account statement is produced. If Customer has a combined account statement enrolled for electronic statements and the account Customer has designated as the primary account for electronic statement purposes closes any time after enrollment, Customer will need to (a) establish a new combined statement for the remaining accounts and (b) ensure that all accounts are set up on the Eastern Treasury® Service. If Customer closes an account for which Customer is receiving electronic statements, Customer should print or save copies of the electronic statements prior to closing the account.

Customer must ensure that Bank has a current and valid email address on file for the Legal Administrator. If the Legal Administrator’s email address changes, Customer must update the information within the Eastern Treasury Service by accessing the My Settings Service.



By enrolling in the electronic communication service, Customer is consenting to receive all statements and notices related to all accounts enrolled in Eastern Treasury® electronically, whether sent by email or other electronic means or made available on Bank's website or online in Eastern Treasury. Customer's consent to receive statements electronically applies to all categories of records that are available to Customer through Eastern Treasury.

Customer may withdraw consent to receive statements and notices electronically at any time. Consent may be withdrawn by submitting a Service Request to reestablish paper communications, by contacting the Business Services Team or Customer's account officer, or by visiting a local branch. Electronic statements are no longer available after consent is withdrawn, so Customer should print or save copies of the statements before sending notice of withdrawal. After consent is withdrawn, Customer will resume receiving paper statements and notices. There are no fees that will apply, or any other consequences to Customer's relationship with Bank, as a result of withdrawing consent to receive electronic communications.

During the time that Customer is enrolled for electronic communications, Customer may request a paper copy of a statement or notice by contacting Bank through Eastern Treasury or any of the means listed in the "Contact Us" section at the end of this booklet. Fees may be charged for paper copy requests. Requesting paper copies of account statements does not withdraw Customer's consent to receiving electronic communications.

Customer agrees to satisfy Bank's Hardware and Software Requirements, as in effect from time to time, to be able to access, retrieve, and retain electronic statements and notices. Current Hardware and Software Requirements can be located by searching "System and Browser Requirements" on Bank's website.

#### iv. Bill Payment Service

**Description of Service.** Bill payment services are available only through the online platform. Customer must apply for bill payment services separately and enter into a separate agreement governing such services (the "Bill Payment Agreement"). Bill payment transactions initiated through the Eastern Treasury Service are subject to this Agreement and to the Bill Payment Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Bill Payment Agreement, this Agreement shall govern and control.

#### v. Wire Transfer Service

**Description of Service.** If you have requested and been approved for wire transfer services through Eastern Treasury and entered into a Money Transfer Agreement, you may use Eastern Treasury to initiate wire transfers, in specified U.S. dollar amounts, from a Covered Account to another account of yours or to a specified third party. You must include with your instructions all information we reasonably request and comply with any security procedures we institute. The amount of funds that may be transferred by wire are subject to certain limits as set forth in the Money Transfer Agreement. The Administrator or a User with user maintenance responsibilities may authorize

Users to send wires through Eastern Treasury and you agree such Users will be deemed to be Customer's duly authorized representatives with respect to any wire transfers effected through Eastern Treasury, whether or not such Users are authorized under the Money Transfer Agreement. You may not send wire transfers in non-U.S. currencies through Eastern Treasury.

If you request a modification to or cancellation of a transfer instruction, we will use reasonable efforts to effect such modification or cancellation, but we shall not be liable if we are unable to do so. You are responsible for ensuring that your transfer instructions to us are accurate and complete.

#### vi. Electronic Data Interchange ("EDI") Service

**Description of Service.** EDI reporting is available through the Eastern Treasury Legacy Reports Service. EDI reports provide detailed information regarding ACH payments, which can be used to post such payments to Customer's A/R system.

#### vii. Lockbox Reporting Service

**Description of Service.** The Enhanced Lockbox Module available through Eastern Treasury enables Customer to run predefined and customized reports of Lockbox activity showing data and images on items processed. After Customer enrolls in this Service, information will be available through Eastern Treasury for 365 days, beginning on the day an item is processed.

#### viii. Advanced Clearing Service

**Description of Service.** Bank provides Customer with notice each business day of the items that are expected to be presented for payment that day from a Covered Account, allowing Customer to ensure there are sufficient funds in the Covered Account to cover all items.

**Reporting.** Once each business day, Bank will send Customer notice, through Eastern Treasury, of the available balance in the Covered Account and of all items expected to be presented for payment against the Covered Account that day.

**Funding Account.** Customer must ensure that there are sufficient available funds in the Covered Account to cover all items presented for payment. Customer may fund the Covered Account directly, by transferring funds from another account at Bank or by making a deposit of immediately available funds from any other source, or by authorizing Bank to make an automatic transfer from a specified account at Bank (the "Designated Funding Account"). If there are not sufficient available funds to pay all items actually presented for payment, Bank will pay items up to the available amount of funds in any order Bank selects. Bank may elect to pay or return items that exceed available funds, in its sole discretion.

#### ix. Automated Clearing House ("ACH") Transactions

**Description of Service.** Customer may use Eastern Treasury® or Direct Transmission (as defined below) to originate ACH entries (each, an "Entry") from a Covered Account to an account at Bank or another financial institution if you have requested and been approved to initiate ACH transactions through Eastern Treasury and provided Bank with all requested set up information and a list of persons authorized to assist Bank with returns, reversals,

changes, and other questions that may arise. Customer may add or delete authorized persons to or from the list from time to time, but no such addition or deletion shall be effective until Bank has received your written notice of the change and has had a reasonable opportunity to act on it. Bank will act as an "Originating Depository Financial Institution" to transmit such Entries to the Federal Reserve Bank (the "Fed"). If an ACH transaction involved an account at another financial institution, the other financial institution must be capable of receiving the Entry from Bank. Customer must submit instructions in accordance with the ACH Rules, include with its instructions all information reasonably requested by Bank, and comply with any audit requirements and any security procedures instituted by Bank. Customer must also comply with any set up or other procedures required by the recipient of a transfer (such as the prearrangement required by the Internal Revenue Service for electronic tax payments). Customer agrees not to request an Entry to a third-party account unless the receiver has properly authorized such Entry in accordance with the ACH Rules, such authorization is currently in effect, and, with respect to debit Entries to a consumer account, Customer has in its possession an authorization for the transaction signed or similarly authenticated by the consumer. Customer agrees to retain a record of each receiver authorization until at least 2 years after its termination or expiration and to provide Bank with a copy of such authorization on request.

If Customer will originate TEL Entries, Customer must (a) verify the identity of the consumer and the validity of the bank routing number and (b) provide the consumer with transaction information, all as required by the ACH Rules. For single entry TEL Entries, the requirement for consumer authorization may be satisfied by making an audio recording of the consumer's oral authorization or by sending the consumer confirmation of the oral authorization prior to the settlement date. For recurring TEL Entries, the requirement for consumer authorization may be satisfied only by making an audio recording of the consumer's oral authorization and by sending the consumer a written copy of the authorization prior to the settlement date. At Bank's request, Customer must provide Bank with a copy of the consumer's authorization. A "TEL Entry" is a debit Entry to a consumer account based on an oral authorization obtained from the consumer over the telephone. TEL Entries may be transmitted only if the Customer has a pre-existing relationship with the consumer or the consumer initiates the telephone call in which the authorization is given.

If Customer will originate WEB Entries, the ACH Rules require Customer to conduct an annual audit to ensure that the financial information it obtains from the receiver is protected by security practices and procedures that include, at a minimum, adequate levels of (a) physical security to protect against theft, tampering, or damage; (b) personnel and access controls to protect against unauthorized access and use; and (c) network security to ensure secure capture, storage, and distribution. At Bank's request, Customer must provide Bank with a copy of the annual audit performed in accordance with this paragraph. A "WEB Entry" is a debit Entry to a consumer account where the debit authorization is

communicated from the consumer to Customer via the Internet or a wireless network (other than by oral communication) or where the instruction to initiate the debit is communicated via a wireless network (other than by oral communication).

Bank will use reasonable efforts to complete an ACH transaction in accordance with Customer's instructions if given in accordance with this Agreement.

Other than Same-Day ACH transactions, each Entry shall be transmitted by the Bank to the Fed in time for settlement on the "Effective Entry Date" specified in your instructions, provided in each case that (a) such Entry is received by Bank's then-current cut-off time on a business day; (b) the Effective Entry Date is at least one or two business days, as applicable, after the day of receipt, and (c) the Fed is open for business on the transmission day and the Effective Entry Date. Each prefunded Entry shall be debited against the Covered Account you designated on the date the Bank receives the Entry from you. Otherwise, each Entry shall be debited against or credited to the Covered Account you designated on the Effective Entry Date.

If Customer initiates an Entry as a Same-Day ACH transaction, the Entry will be transmitted by Bank to the Fed in time for settlement on the "Effective Entry Date" specified in your instructions, provided (a) such Entry is received by Bank's then-current Same-Day ACH cut-off time on a business day; (b) the Fed is open for business on that business day; and (c) the transaction amount does not exceed \$1,000,000. An Entry that is not processed as a Same-Day ACH transaction will be transmitted as a regular transaction under the rules stated in the preceding paragraph. If Bank transmits an Entry as a Same-Day ACH transaction pursuant to the Customer's instructions, Bank's Same-Day ACH fees will apply, regardless of whether the Customer intended to utilize Same-Day ACH.

Customer will retain data on file sufficient to permit remaking of Entries for 30 days following the date of their transmittal by Bank as provided herein and shall provide such data to Bank upon its request.

If Customer requests a modification to or cancellation of an ACH transaction, Bank will use reasonable efforts to effect such modification or cancellation, but will not be liable if it is unable to do so. Customer shall pay or reimburse Bank for any losses, costs, or expenses it incurs in effecting or attempting to effect your request for a modification or cancellation.

Bank may reject any Entry that fails to comply with the terms of this Agreement, the ACH Rules, or any security procedure Bank institutes. Bank may also reject any Entry because the total amount of all Entries transmitted on that day exceeded any dollar limit Bank established or for any other reason permitted under the ACH Rules, including but not limited to insufficient funds or a submission containing both credits and debits. If Bank rejects an Entry, Bank will give Customer notice of such rejection as required under the ACH Rules.

Bank will give Customer notice of any returned Entry as required under the ACH Rules. Bank will have no obligation to retransmit a returned Entry unless instructed to do so by Customer.

Bank will give Customer notice of any correction that Bank becomes aware must be made to a transaction transmitted to another institution. Customer agrees to implement such corrections prior to transmitting any additional transactions that would be affected by such corrections.

**Third Party Senders.** A Customer who acts as a Third Party Sender and initiates ACH transactions on behalf of a third party (an “Originator”) must satisfy the conditions set forth in this section.

- Prior to permitting an Originator to originate any Entry through Bank, directly or indirectly, Customer must enter into an agreement with such Originator that satisfies Applicable Laws, including but not limited to all ACH Rules applicable to Third Party Senders. Such origination agreement must include, at a minimum, each of the following: (a) authorization for Customer to originate Entries on behalf of the Originator; (b) the Originator’s agreement to be bound by and comply with Applicable Laws, including but not limited to the ACH Rules; (c) a right for Customer to terminate or suspend such origination agreement with or without cause at any time; and (e) a right for Customer to audit (and to permit Bank to audit) the Originator for compliance with such origination agreement.
- Prior to transmitting any Entries for any new Originator, Customer must notify Bank and provide evidence as requested of that Originator’s company name, taxpayer identification number, principal business activity, business lines, anticipated ACH volume, owner name and address, corporate filing and geographic location.
- On request by Bank, Customer must provide Bank with proof of completion of a rules compliance audit of Customer. The audit must include an audit of return rates and monitoring of exposure limits for Customer’s Originators. Customer must retain proof of audits for 6 years and provide Bank with copies on request.
- Customer will not originate ACH transactions for the following types of business: businesses engaged in telemarketing or internet gambling; marijuana or marijuana-related businesses; payroll companies; foreign companies; shell corporations; adult entertainment businesses; or Money Service Businesses (MSBs), including but not limited to: check sellers, domestic or foreign money transmitters, check cashers, and providers or sellers of traveler’s checks or prepaid access. Customer also will not originate Entries to or for individuals or entities designated by the Office of Foreign Assets Control (OFAC) as Specially Designated Nationals (SDNs), Specially Designated Terrorists (SDTs) or Specially Designated Narcotic Traffickers (SDNTs).
- Customer is required to conduct an annual ACH Risk Assessment. The obligation to conduct a Risk Assessment cannot be passed on to another party. Each Third-Party Sender must conduct its own risk assessment. Customer must implement, or have implemented, a Risk Management Program based on their Risk Assessment. Customer’s ACH Risk Analysis and Risk Management Program must be documented and updated annually. On request by Bank, Customer must provide Bank with proof of completion of a risk assessment and risk management program

of Customer. Customer must retain proof of risk assessments and risk management programs for 6 years and provide Bank with copies on request.

- Customers that originate 2 million or more ACH transactions per year must protect account numbers used in ACH entries by rendering them unreadable when stored electronically.
- Upon reasonable notice to Customer from Bank, Customer shall cause any Originator for which Customer is transmitting Entries to permit Bank to inspect Originator’s books and records and make on-site visits (during regular business hours) to any and all Originator’s locations to verify compliance with Applicable Laws. Information subject to Bank’s right of inspection shall include all information Bank reasonably deems to be necessary or pertinent to the ACH services provided to or for the benefit of the Originator under this Agreement, including but not limited to Originator’s policies, procedures, processes, and business, accounting, and operations practices. Bank’s right of inspection shall also include access to Originator’s employees, customers, vendors and processors if, in the reasonable opinion of Bank, the Originator’s relations with such parties is materially related to the ACH transaction activity provided to or for the benefit of the Originator. Customer shall cause any Originator specified by Bank to provide, on a regular basis (e.g. quarterly or annually) and in form and content satisfactory to Bank, information regarding such Originator’s financial condition, operational capabilities, physical security and internal audit procedures sufficient to demonstrate to the reasonable satisfaction of Bank such Originator’s continued ability to perform its obligations under the NACHA Rules in an accurate and timely manner.
- Customer will discontinue originating Entries through Bank for any Originator for which Bank advises Customer Bank will not transmit Entries.

**x. Positive Pay Service**

**Description of Service.** Positive Pay is a Service that enables Customer to identify possible fraudulent items and prevent them from being paid from Customer’s Covered Accounts. Bank offers three Positive Pay Services: Check Positive Pay, ACH Positive Pay, and Reverse Positive Pay, each of which is accessible through the Eastern Treasury® online platform and not through the mobile app.

- a. Check Positive Pay.** On each business day that Customer issues checks from a Covered Account, Customer will submit to Bank, through Eastern Treasury or Direct Transmission and in a format prescribed by Bank, an “Issued Check File” identifying each check issued from the Covered Account since the last Issued Check File was submitted by check number, date, and exact dollar amount. Bank will compare each presented check against all Issued Check Files and will (a) pay and charge to the Covered Account (up to the amount of available funds) each presented check that matches, by check number and amount, a check shown in any Issued Check File, and (b) provide to Customer, via Eastern Treasury®, a list of checks (“Exception Items”) presented for payment

that do not exactly match the items on an Issued Check File. Usually, Bank will make the list of Exception Items available between 10 AM and 1 PM Eastern Time (“ET”) on the next business day. If Customer is not able to access the list by 1:30 PM ET, Customer should contact Bank.

If Customer requests Payee Positive Pay and includes payee information in the Issued Check File, Bank will also verify the payee on each presented check and include in the list of Exception Items any presented check for which the payee information does not exactly match the information provided in an Issued Check File.

Customer will review the list of Exception Items and instruct Bank by 2 PM ET on the same day via Eastern Treasury (or an alternate communication method, if Eastern Treasury is not available) either to “Pay” or to “Return” each of the Exception Items. If Bank has not received Customer’s instructions by 2 PM ET, Bank will follow the default instructions Customer has provided for the Covered Account.

If a check drawn against a Covered Account is presented for payment in person at a Bank branch, Bank will pay the check only if the check is accurately listed on an Issued Check File, regardless of what default instructions are in effect for the Covered Account.

- b. ACH Positive Pay.** Using ACH Positive Pay, Customer may set up payment rules designating criteria for authorized ACH debits from Covered Accounts. Bank will pay (up to the amount of available funds) ACH transactions matching the designated criteria. ACH transactions identified as not matching the designated criteria are detected and blocked (“ACH Exception Items”). Bank will provide Customer, via Eastern Treasury, a list of previous business day ACH transactions that were detected and blocked as ACH Exception Items at approximately 8 AM ET each business day and lists of Same-Day ACH transactions that were detected and blocked as ACH Exception Items at approximately 2 PM ET and 6:30 PM ET each business day.

Customer will review the ACH Exception Items and instruct Bank any time up until 8 PM ET on the same day, via Eastern Treasury (or an alternate communication method during normal business hours of 8 AM – 6 PM ET, if Eastern Treasury is not available), either to “Pay” or to “Return” each ACH Exception Item. If Bank has not received Customer’s instructions by 8 PM ET for a previous business day ACH Exception Item, Bank will return each such ACH Exception Item. If Bank has not received Customer’s instructions by 8 PM ET for a Same Day ACH Exception Item, Bank will hold such item and re-present to the Customer at approximately 8 AM ET the next business day. If instructions are not received for a re-presented ACH Exception Item by 8 PM ET on the second business day, Bank will return each such re- presented ACH Exception Item

- c. Reverse Positive Pay.** Between 8 AM and approximately 2 PM ET each business day, Bank will provide Customer, via Eastern Treasury, with a list of checks that were presented on the previous business day for payment against Customer’s Covered Accounts. If Customer is not able to access the list by 1:30 PM ET, Customer should contact Bank. Customer must notify Bank by 2 PM ET on the same business day, via Eastern Treasury (or an alternate communication method, if Eastern Treasury is not available), if there are any items on the list that may be fraudulent and should be returned. Bank will make final payment (up to the amount of available funds in the Covered Account) of any items that Customer has not instructed it to return by the 2 PM ET deadline.

**Default Instructions.** At the time of submitting the Service Request for Check Positive Pay, Customer will specify which of the following “default instructions” Bank is to follow if specific instructions are not received by the applicable deadline:

- **Pay All:** Make final payment of all Exception Items (up to the amount of the available funds) from the Covered Account; or
- **Return All:** Return all Exception Items except for any Exception Item that Bank has already committed to pay or is obligated to pay under applicable laws, regulations, or rules governing such item.

**Limitation on Bank Obligations.** Bank is not obligated to act on any Issued Check File or on any “Pay” or “Return” instruction that is not submitted in accordance with this Agreement. Bank is not responsible for detecting any error in any Issued Check File or “Pay” or “Return” instruction submitted by Customer.

**xi. Mobile Deposit**

Customers using Eastern Treasury who use the mobile banking app on their device can request to be enrolled in the Mobile Deposit Service. Once enrolled, you may use the Mobile Deposit Service to deposit checks to the checking, statement savings, or money market deposit account(s) you select by sending a clear image of the check to the Bank using the mobile banking app (“Mobile Deposit”). Deposit accounts must be in good standing. Checks must be payable to the accountholder, drawn on a US bank, payable in US currency, and dated within 6 months of the deposit date. Checks may not be drawn on the account to which they are being deposited. All deposits made through Mobile Deposit are considered to be check deposits (not electronic deposits) and are subject to the applicable deposit account agreement. For purposes of the Bank’s funds availability policy, unless you are notified otherwise, checks successfully deposited through Mobile Deposit prior to 8 PM Eastern Time on any business day will be deemed to have been received by the Bank on that business day; checks successfully deposited on or after 8 PM Eastern Time on any business day or on any day that is not a business day are deemed to have been received by the Bank on the next business day. When you submit a check through Mobile Deposit, you represent and warrant to the Bank that: (a) the image you are submitting accurately represents all of the



information on the front and back of the check; (b) the check and all signatures and endorsements on it are accurate and genuine; (c) neither you nor anyone else has deposited or attempted to deposit the check previously to Eastern Bank (through the mobile app, at an ATM, by mail, in person at a branch, or in any other manner) or any other depository institution; (d) neither you nor anyone else will re-deposit the check in any manner in the future (except for re-deposits of items that were returned unpaid); (e) you will store the original check securely (so that no other person will have access to it) for two weeks (or for such longer time consistent with your business needs) in case more information or a new image is needed, then you will destroy it or otherwise dispose of it in a commercially reasonable manner; and (f) you will provide the original check to us on request (unless you have previously destroyed it in compliance with clause (e) above) to assist us in clearing or collecting the check, resolving third party claims, or for any other business purpose.

You are solely responsible for any image that you send us. All credits to your account for checks deposited through Mobile Deposit are provisional and the Bank may charge any item back to your account if it is rejected, returned unpaid, or reversed for any reason. Any confirmation of the deposit that the Bank sends you does not mean that the transmission was complete or error-free, does not waive any of the representations or warranties set forth above, and does not prevent the Bank from charging the item back to your account at a later date.

## **J. DIRECT TRANSMISSION**

Information for some services can be transmitted to or from Bank through direct transmission ("Direct Transmission") using File Transfer Protocol ("FTP") or another protocol satisfactory to Bank. Contact your Eastern Bank relationship officer or sales representative to find out which services support Direct Transmission and to complete the set up process for the Direct Transmission services you need.

All services accessed through Direct Transmission are subject to the terms and conditions stated in the applicable section of this Agreement, even if Bank allows Customer to access such services without enrolling in Eastern Treasury®.

If Customer or any Third-Party acting on behalf of Customer uses Direct Transmission, Customer shall, and shall cause Third-Party to, prior to making any electronic transmission of information or data to Bank and/or any of Bank's processors, ensure that (i) all data files included within or as a part of such transmission are encrypted using 128-bit encryption or such other encryption level as Bank shall specify; (ii) such transmission shall have been processed, within Customer's or Third-Party's computer system, through the most current release and update of nationally-recognized reputable commercially available anti-virus software; and (iii) Customer and Third-Party shall have in full force and effect one or more insurance policies with commercially reputable and financially sound insurers, which policies shall cover all fees, costs and expenses incurred by Bank and its processors to repair, replace, reconstruct, restore and/or reconstitute any and all computer systems, equipment, software, databases and/or data of Bank and its processors that are damaged, destroyed, corrupted, infected or otherwise rendered wholly or partially unusable as a result or consequence of any transmission by Customer or Third-Party using Direct Transmission, and which shall provide that such policies may not be canceled, terminated or non-renewed, or the coverage levels therein reduced, except upon no less than thirty days prior written notice to Bank.

Customer shall defend, indemnify and hold harmless Bank and any of Bank's affiliates or processors and its and their respective employees, trustees, directors, agents and other representatives from and against any and all claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees and costs) relating to or arising from Customer's chosen Third-Party's acts or omissions and Customer shall pay or reimburse Bank promptly upon written demand for any and all fees, costs and expenses associated with or related to Customer's chosen Third-Party's act or omissions.

