

## CUSTOMER INFORMATION

Company Name: \_\_\_\_\_

Moving from Eastern Treasury Existing Customer ID: \_\_\_\_\_

## LEGAL ADMINISTRATOR INFORMATION

Legal Administrator Name: \_\_\_\_\_ Select your User ID: \_\_\_\_\_

**Please note:** User ID's MUST contain between 6 and 12 characters and are not case sensitive.

**Recommendation:** Use a combination of letters and numbers.

Legal Administrator Email: \_\_\_\_\_ Legal Administrator Phone: ( ) -

**Note:** Eastern Bank recommends we have a current Business Resolution on file authorizing the Legal Administrator to access all bank information and Eastern Business Banking™ Accounts.

## EASTERN BANK ACCOUNTS: List the account numbers to be accessed through Eastern Business Banking.

ACCOUNT	ACCOUNT NUMBER OR LOAN NUMBER			ONLINE ACCOUNT NAME	ACCOUNT TYPE				ACCOUNT SERVICES			
		BUSINESS	PERSONAL		CHECKING	SAVINGS <small>Non-check writing</small>	INVESTMENT <small>CDs/SWEEP</small>	LOAN	WIRE TRANSFER <sup>1</sup>	LOAN PAYMENT DRAW <sup>2</sup>		
Note: Primary account is the account that will be charged applicable fees.												
Primary Account												
Account 2												
Account 3												
Account 4												
Account 5												
Account 6												
Account 7												
Account 8												
Account 9												
Account 10												

**<sup>1</sup> WIRE TRANSFER:**

Additional fees apply. Please refer to the Business Banking Fee Schedule. Money Transfer Agreement must already be on file or accompany this application. Company level per day and per transaction limits are maintained by the bank on limits established on the Money Transfer Agreement. Different limits at the user level can be set up by the Administrator and cannot be higher than the company limits.

**<sup>2</sup> LOAN**

Credit Officer Approval: \_\_\_\_\_

**\*\* Note: Signature only required to set up draw service for loans with total credit exposure greater than \$100,000.00.**

## OPTIONAL ONLINE SERVICES

### SECTION 1: ACH ORIGINATION

Note: The maximum daily transaction/daily limit is \$25,000.00. Additional fees apply, please refer to the Business Banking Fee Schedule.

#### ACH Account Setup:

1. ACH Company ID: \_\_\_\_\_ ACH Company Name: \_\_\_\_\_ Offset Account: \_\_\_\_\_

ACH TRANSACTION TYPES	CHECK ALL APPLICABLE TRANSACTION TYPES
Payroll (PPD)	
Child Support Payments (CCD)	
Consumer Payments (PPD)	
Corporate Vendor Payments (CCD)	
Corporate Collections (CCD)	
Tax Payments (CCD)	

Credit Limit approval form has been completed. Attach copy of ACH Limit Approval Form.

#### ACH Daily Company Contacts - Required Information

Name: \_\_\_\_\_ Phone Number ( ) -

Name: \_\_\_\_\_ Phone Number ( ) -

### SECTION 2: LEGACY REPORTS

ACCOUNTS	ACCOUNT NUMBER(S)
EDI Corporate Payments Report/Report	

### SECTION 3: OTHER SERVICES

#### Statement Service

Note: The email alert for electronic statements will be sent only to the Legal Administrator named above and will be for ALL accounts

#### Bill Payment Service

(Customer must enroll for this service within Eastern Business Banking Online)

#### Remote Check Deposit Service (RCD)

Note: Small business remote check deposit fees and requirements will apply.

Name of Location (Scanner): \_\_\_\_\_

List business account numbers to be used for RCD:

Account #: \_\_\_\_\_ Account#: \_\_\_\_\_ Account #: \_\_\_\_\_

Select endorsement option:

Company Name, Deposit Account #, For Deposit Only

Company Name, Online Account Name, Account #, For Deposit Only

**BY SIGNING BELOW**, Customer (or customer's duly authorized agent, on customer's behalf) requests Eastern Business and Remote Check Deposit (if applicable) for the accounts designated above and agrees to be bound by the terms and conditions of the Eastern Business Online Agreement and the Eastern Remote Check Deposit Agreement (if applicable) attached hereto.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR BANK USE ONLY: FAX TO ETS 781-477-1333**

Completed by (Print) & Branch Number	Date
Approver Title & Branch Number	Date
Approved by Signature	Date
Processed by ETS	Date
Reviewed by ETS	Date
Forwarded to Wires	Date

**FOR WIREROOM USE ONLY**

Completed by (Print)	Date
Completed by (Signature)	Date



## EASTERN BUSINESS BANKING™ AGREEMENT

**THE DISPUTE RESOLUTION SECTION AT THE END OF THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER. IT IS IMPORTANT THAT YOU READ THE ENTIRE DISPUTE RESOLUTION PROVISION CAREFULLY BEFORE CONSENTING TO THIS AGREEMENT.**

**Introduction.** This Eastern Business Banking Agreement (the “Agreement”) applies to the online and mobile banking services Eastern Bank offers to its small business customers (each a “Service” and collectively the “Services”).

If you link personal accounts to these Services (see the explanation of linked accounts, below), this Agreement will cover Services for both personal and business accounts and some provisions differ depending on the type of account you are using. Generally speaking, “personal accounts” are accounts held by one or more individuals and used for personal, family, or household purposes and “business accounts” are accounts held in the name of a business and used for business purposes. Where different provisions of this Agreement apply to different types of accounts, those differences are noted.

### A. Other Agreements.

This Agreement supplements the deposit or other agreements between you and us for your Linked 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 the Services work, as well as your rights and obligations if you use these Services. 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 the Services.

### B. Agreeing to this Agreement.

By submitting an application for or using a Service or authorizing others to use a Service, you acknowledge that you have received and understand the terms of this Agreement and agree to be bound by the provisions of this Agreement and any amendments that are made from time to time. You should retain a copy of this Agreement for your records. 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.

### C. Definitions.

The following definitions apply to this Agreement:

- *We, us, our, and the Bank* refer to Eastern Bank.
- *You and your* refer to the Customer, each accountholder on any Linked Account, the Administrator, and any User.
- *Customer* refers to the business that submits the application for the Service (or on whose behalf the application is submitted).

- *Administrator* refers to the person designated by Customer to manage Users’ access to the Services.
- *Users* refers to the users of the Services as authorized pursuant to this Agreement.
- *Linked Account* or *Account* means any Eastern Bank business or personal deposit, investment or loan account that Customer has linked to Eastern Business Banking.
- *Primary Account* means the checking account that Customer has specifically identified as such.

### D. Linked Accounts.

You may link any of your business deposit accounts to the Services. At your request, the Bank may also permit you to link certain personal deposit accounts to the Services, but not all Services are available for personal accounts. You acknowledge and agree: (a) all Users will have access to all business and personal Linked Accounts to the extent granted by the Administrator and will be authorized to access such Accounts and perform any transaction available through the Services, whether or not the User is named on any signature card or other authorization document for the applicable Account; (b) any User who is granted access to a linked personal Account will be able to view and perform any transaction that is available through the Services for that Account, even if the User is not a named accountholder or authorized user on the personal Account; and (c) if any Account is a joint account, the Users who are granted access to the Account are authorized to act on behalf of all owners of the Account.

### E. 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 Business Banking) to manage user access to the Services. 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 or grant levels of access to other Users that have not been granted to the Administrator. For each User, the Administrator can designate which Linked Account(s) the User will have access to and the types of transactions the User may perform in the Linked Account(s). If the Administrator does not limit the Linked Accounts to which a User has access or the types of transactions the User may perform, the User will have access to all Linked Accounts and may perform any transactions available for those Accounts through the Services.

Each User shall be deemed to be the duly authorized representative of the accountholder with respect to all transactions effected through the Services. You are responsible for (and we will have no liability to you for) any unauthorized payments, transfers or other transactions performed on any Linked Account that are made by a User who accesses the Services 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 by:

Calling 1-800-333-8000 or

**Writing to:  
Eastern Bank**

Business Services Team  
195 Market Street, EP3-02  
Lynn, Massachusetts 01901-1508

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 the Services.

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

#### **F. 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 the Services. You will use the same Security Codes for both online and mobile banking. The 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 the Service.

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.

The Services utilize 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 log-in, 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 the Services. 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 a Service 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 a Service, 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 <https://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 the Bank in connection with the Services, and (c) you will notify the 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, the 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 the Services but are not designed to detect or prevent errors in the use of the Services. Any errors in connection with the use of the Services 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 the Services, 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.

#### **G. Service Hours and Business Days.**

The Services 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 in to the Services.

Except as otherwise provided in this Agreement, transactions entered through the Services in accordance with this Agreement will be processed on the business day they are received by the Bank. Transactions received after any applicable cut-off time or on a non-business day will be processed on the next business day.

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

#### **H. Eastern Business Banking Services**

**1. Account Information.** (i) You may view current balance information or review transaction activity (including pending transactions) for your Linked 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 Linked 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.

**2. Fund Transfers.** You may transfer funds among your Linked Accounts, including:

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

You may not make transfers out of a retirement, CD, or sweep investment account.

**3. Alert Messages.** The Services allow you to request automated alert messages for your Linked 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 the Services. 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 a Service 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 the Services.

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 Eastern Bank does not charge for the delivery of the alerts, please be advised that text, data, or other charges or rates may be imposed by your carrier.

**4. Bill Payment.** Bill payment services are available only through the online platform. Only business deposit accounts may be debited for bill payment transactions. You must apply for bill payment services separately and enter into a separate agreement governing such services.

**5. Wire Transfers.** If you have requested and been approved for wire transfer services through the Services and entered into a Money Transfer Agreement, you may use the Services to initiate wire transfers, in specified U.S. dollar amounts, from a business Linked 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 the Services and you agree such Users will be deemed to be Customer's duly authorized representatives with respect to any wire transfers effected through the Services, whether or not such Users are authorized under the Money Transfer Agreement. You may not send wire transfers in non-U.S. currencies through the Services.

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.

**6. Automated Clearing House (ACH) Transactions.** You may use the Services to originate ACH entries from a linked business deposit account to an account at the Bank or another financial institution if you have requested and been approved to initiate ACH transactions through the Services and provided the Bank with all requested set-up information and a list of persons authorized to assist the Bank with returns, reversals, changes, and other questions that may arise. You may add or delete authorized persons from the list from time to time, but no such addition or deletion shall be effective until we have received your written notice and have had a reasonable opportunity to act on it.

The aggregate amount of all ACH transactions you initiate each day may not exceed \$25,000. The Bank will act as an "Originating Depository Financial Institution" to transmit such Entries to the Federal Reserve Bank (the "ACH"). If an ACH transaction involves an account at another financial institution, the other financial institution must be capable of receiving the Entry from the Bank. You must submit instructions in accordance with the formatting requirements and other rules of the National Automated Clearing House Association and the New England ACH (collectively, the "ACH Rules"), include with your instructions all information reasonably requested by the Bank, and comply with any security procedures instituted by the Bank. You 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). You agree not to request an Entry to a third-party account unless the receiver has properly authorized such Entry in accordance with the ACH Rules and such authorization is currently in effect. You agree to retain a record of each receiver authorization until at least 2 years after its termination or expiration and to provide the Bank with a copy of such authorization on request.

The Bank will use reasonable efforts to complete an ACH transaction in accordance with your instructions if given in accordance with this Agreement.

Entries shall be transmitted by the Bank one business day before the "Effective Entry Date" specified in your instructions, provided (i) such Entry is received by the Bank's then-current cut-off time on a business day, (ii) the Effective Entry Date is at least one business day after the day of receipt, and (iii) the ACH is open for business on the scheduled transmission day. Entries shall be debited against or credited to the Linked Account you designated on the date transmitted by the Bank.

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

If you request a modification to or cancellation of an ACH transaction, 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 shall pay or reimburse the Bank for any losses, costs, or expenses we incur in effecting or attempting to effect your request for a modification or cancellation.

We may reject any Entry that fails to comply with the terms of this Agreement, the ACH Rules, or any security procedure we institute. We may also reject any Entry because the total amount of all Entries transmitted on that day exceeded any dollar limit we established or for any other reason permitted under the ACH Rules. If we reject an Entry, we will give you notice of such rejection as required under the ACH Rules.

We will give you notice of any returned Entry as required under the ACH Rules. We shall have no obligation to retransmit a returned Entry unless you instruct us to do so. We will give you notice of

any correction that we become aware must be made to a transaction transmitted to another institution. You agree to implement such corrections prior to transmitting any additional transactions that would be affected by such corrections.

You agree to comply with all applicable rules, regulations, and laws in effect from time to time with respect to all requested ACH transactions or other transfers. This includes, but is not limited to, the ACH Rules and any requirements of the Office of Foreign Assets Control ("OFAC"). 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, Virginia, 20171, online at [www.NACHA.org](http://www.NACHA.org), or by telephone at (703) 561-1100. Failure to comply with applicable ACH Rules or applicable law could result in your being liable for fines and other penalties assessed against the Bank, which you agree to pay directly or to reimburse to the Bank.

The Bank shall have the right, but not the obligation, to audit your compliance with ACH Rules, upon reasonable notice, during normal business hours, and without interference with your normal business operations. Any such audit shall also be subject to any obligations of confidentiality as reasonably requested by you. In connection with any audit conducted by the Bank, you agree to grant the Bank access to your books and records for the sole purpose of determining your compliance with ACH Rules, as well as with laws and regulations applicable to ACH transactions. You also agree to maintain books and records for such periods as requested by the Bank from time to time as may be required by ACH Rules and applicable laws and regulations.

**7. New Services.** New online and mobile banking services may be introduced periodically. By using these services as they become available, you agree to be bound by the rules that will be made available to you concerning these services.

#### **I. Limits on Transactions.**

You agree not to use the Services to make or receive any transfer in violation of applicable law. If you request such a transfer, we are not obligated to process it.

You may not make a transfer out of your account that exceeds the balance of available funds in the account or the limit of any overdraft or other line of credit tied to the account. The Bank may impose additional limits on payments, deposits, or transfers through the Services 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 a Service that exceeds applicable limits, the Bank may, but is not obligated to, post the transaction to your account.

In addition to transaction limits that may be imposed by the Bank, there are federal regulations that limit the number of certain types of transfers from your savings accounts (including money market deposit accounts). Transactions through the Services, including transfers to your other accounts, do count against the limited number of transactions on these accounts, although payments to your loan accounts with us are not counted toward the limit.

Your ability to transfer funds from your Linked Accounts may also be subject to other legal restrictions, terms and conditions and service charges under the applicable deposit account, investment account or loan agreement. You should review the other agreements applicable to the Linked Accounts carefully for information regarding all applicable limitations and service charges.

#### **J. Contacting the Bank by Electronic Mail (email).**

If you send the Bank an email message so that the Bank receives it before 4:00 p.m. on a business day, the Bank will be deemed to

have received it the same business day. Otherwise, the email message is deemed to be received the next business day. The Bank generally will acknowledge emails within one business day, however, we will not take actions based on your email request until we actually receive your email message and have a reasonable opportunity to act on it. For time-sensitive information, please contact the Bank at **1-800-333-8000**. Because normal email transmissions may not be secure, we request that you do not send us or request sensitive information such as account numbers, passwords and payment information via any public email system.

Eastern Bank will NEVER ask you for any private information (such as account numbers, passwords, PINs, social security numbers, etc.) for any of our products through an unsolicited email. If you receive such a request by email, please contact us immediately.

#### **K. Schedule of Charges.**

Fees for the Services are detailed in the Eastern Business Banking Fee Schedule and will be charged to the Primary Account you designated. Regular account fees and service charges (such as fees for insufficient funds transactions) will apply to services and transactions requested through the Services as they would apply to transactions and services effected through other means. Please read the deposit account, investment account or loan agreement and the applicable schedule of charges or fees for a listing of such fees.

#### **L. Account Statements.**

You will continue to receive regular account statements either monthly or quarterly, depending on the type of account and nature of transactions. Online and mobile transactions will be itemized on your regular account statements.

#### **M. Additional Provisions Applicable Only to Consumer Accounts**

**1. In Case of Errors or Questions.** In case of errors or questions about your electronic transactions:

**Call 1-800-333-8000** or

**Write to:**

**Eastern Bank**

Business Services Team

195 Market Street, EP3-02

Lynn, Massachusetts 01901-1508

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on a statement or receipt. We must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If the report is made orally, we will require that you send the complaint or question in writing within ten (10) business days following the date you notified us.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your

complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we determine that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If your question or error involves a transfer or payment to a third party, our investigation will be generally limited to a review of our own records.

**2. Your Liability for Unauthorized Transactions.** You will be liable for unauthorized transactions using the Services to the extent allowed by applicable federal and state law, this Agreement and any other agreement applicable to the specific bank product or service affected by the unauthorized transactions.

Tell us AT ONCE if you believe that any Security Code you use for the Services has been lost or stolen or used without your permission. Telephoning is the best way of minimizing your possible losses.

**Call us at 1-800-333-8000** or

**Write to us:**

**Eastern Bank**

Business Services Team

195 Market Street, EP3-02

Lynn, Massachusetts 01901-1508

You should tell us AT ONCE if your statement shows electronic transfers that you did not make.

If you do not tell us within sixty (60) days after the statement was mailed to you, we are not required to investigate the alleged error or to refund any erroneous electronic transfers to your account. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

When you give someone your Security Codes, you are authorizing that person to use the Services, and you are responsible for all transactions that person performs while using the Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions.

**3. Our Liability.** If we do not complete an electronic transfer to or from your account on time or in the correct amount according to this Agreement, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. if, through no fault of ours, you do not have enough money in your account to make the transfer or if the transfer will go over the credit limit on any overdraft protection line attached to the account;
2. if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
3. if a technical malfunction exists at the time the transfer or other transaction is to occur;
4. if funds are subject to legal process or other encumbrance restricting such transfer; or
5. if any other specific exceptions stated in this Agreement are applicable.

**Unless prohibited by applicable law, the foregoing shall constitute our entire liability and your exclusive remedy. In no event shall we be liable for any direct, indirect, special,**

**incidental, consequential, punitive or exemplary damages, including lost profits, arising in any way out of the installation, use, or maintenance of the equipment or software used to access the Services or otherwise out of the Services.**

#### **N. Our Liability – Applicable Only to Business Accounts**

The Bank will not be liable to you (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 the Bank; (c) for any failure to complete a transaction for which the 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 the Bank believed to have been given by a User; (e) for any failure to provide Services if such failure is the result of circumstances outside the 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 the Bank's gross negligence.

**In no event shall we be liable 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.**

#### **O. 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.**

#### **P. Your Ability to Stop Payment.**

Your initiation of transactions using the Services will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transaction.

**UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

#### **Q. Evidence.**

If we go to court for any reason, we may use a reproduction of any document created from a digital or other record of the original that was created and kept in the ordinary course of business to prove what you owe or that a transaction has taken place and the reproduction will have the same validity as the original. Any documentation provided to you which indicates that an electronic fund transfer was made will be admissible as evidence of such transfer and will constitute prima facie evidence that such a transfer was made.

#### **R. Notices to Customer.**

You agree that we may send notices and other communications, including Security Code confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Eastern Bank will not be responsible or



liable to you in any way if information contained in any communication is intercepted by an unauthorized person, either in transit or at your place of business.

## S. Hardware and Software.

Any software you download to access the Services (the "Software") is licensed to you solely for the purpose of accessing and using the Services. You receive no other right, title, or interest in the Software. You agree that you will not: (i) modify, revise, or create any derivative works of the Software; (ii) decompile, reverse engineer, or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols, or labels in the Software, including, but not limited to, any trademark, logo, or copyright.

**THE BANK DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.**

The Services are accessed through the Internet and you are responsible for selecting computer hardware and software with the minimum technical requirements necessary to access the Services and the disclosures we will provide electronically. The system and browser requirements for accessing the Services are available at [www.easternbank.com/system-and-browser-requirements](http://www.easternbank.com/system-and-browser-requirements), by calling the Bank at:

**Calling 1-800-333-8000** or

### Writing to:

#### Eastern Bank

Business Services Team  
195 Market Street, EP3-02  
Lynn, Massachusetts 01901-1508

Mobile Services are accessed through our mobile banking app on certain internet-enabled mobile devices. We will give you notice of any change to these requirements if the proposed change will adversely affect your ability to access subsequent electronic communications.

You are also responsible for protecting the computer hardware and software against viruses through use of a reliable computer virus detection product and by scanning the computer on a regular basis.

You acknowledge that the Bank is not responsible for (a) any errors, omissions, or failures resulting from defects in or malfunctions of your computer hardware and software, or (b) any viruses or related problems that may be associated with the use of the Internet to access the Services.

## T. No Signature Required.

When any particular payment or other Service generates items to be charged to your account, you agree that we may debit your account without requiring your signature on the item, and without prior notice to you.

## U. Disclosure of Information to Third Parties.

We will disclose information to third parties about your account or electronic transfers you make:

1. where the other person is a party to the transfer or it is necessary for completing the transfer;
2. where the other person is authorized by law to have access to our records in the course of their official duties;

3. to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
4. to comply with a court order or lawful subpoena;
5. to an auditor, attorney, or collection agent for the Bank;
6. to a bank service provider for the purpose of servicing your account;
7. if you give us your written permission (provided that permission given for a personal account shall expire after 45 days); and
8. if we are otherwise required or permitted to make such disclosure under applicable law.

## V. Electronic Statements.

(i) *Your deposit account statements* may be sent electronically or by paper, depending on the type of account and your preference. If you choose to receive electronic statements, a paper copy of the statement will no longer be provided and you will be able to view your enrolled account statement(s) through the Services. To enroll in electronic statements, contact the Bank by:

**Calling 1-800-333-8000** or

### Writing to:

#### Eastern Bank

Business Services Team  
195 Market Street, EP3-02  
Lynn, Massachusetts 01901-1508

Notification will be sent to the Administrator by email when a statement is available. If the Administrator's email address changes, you must give the Bank written notice of the new email address.

(ii) *Combined Statements.* If you have a combined account statement enrolled for electronic statements and the primary account closes any time after enrollment, you will need to a) establish a new combined statement for the remaining accounts and request electronic statements for the new primary account or b) request electronic statements for the remaining individual accounts. If you take no action, we will resume sending paper statements for the remaining accounts.

(iii) *Losing Access to Electronic Statements.* Electronic statements can only be accessed through the Services. If you plan to terminate the Services, you should print or save copies of your electronic statements before doing so; after termination, prior statements will no longer be available and the Bank will send paper statements for future statement periods.

## W. E-Sign and Electronic Communications.

When you sign up for the Services, you agree that the Bank may (but is not obligated to) send you any disclosures, notices, and other communications relating to all accounts, products, and services available through the Services (including any ATM or debit cards that can be used to access your accounts) electronically. You also agree that we may contact you by text message, email, or by calling any telephone number you have given us to verify a transaction or to communicate other information relating to your Eastern Bank accounts, products, and services. However, you will still receive account statements in paper form unless you request electronic delivery by setting the statement delivery option as described in this Agreement.

You agree that email or other electronic communications that we send you will be treated as "writing" and will bind each of us in the same way as any other written communication. You specifically agree that any electronic signatures that you provide through the 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. Unless otherwise provided under applicable law, any electronic communication you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it.

You may request paper copies of disclosures by:

**Calling 1-800-333-8000** or

**Writing to:**

**Eastern Bank**

Business Services Team

195 Market Street, EP3-02

Lynn, Massachusetts 01901-1508

Fees may be charged for paper copies of certain disclosures, so please refer to the applicable fee schedule or ask about applicable fees when requesting the copy. Requesting paper copies of statements or other disclosures does not withdraw your consent to receive subsequent disclosures electronically.

Updating Contact Information. It is your responsibility to ensure the Bank has current and valid contact information for you and the Administrator on file. You may update contact information via the Services.

Withdrawal of Consent to Electronic Statements or Disclosures. You can withdraw your consent to receive statements and other disclosures electronically by:

Calling **1-800-333-8000**, or

Writing to:

Eastern Bank

Business Services Team

195 Market Street, EP3-02

Lynn, Massachusetts 01901-1508

There are no fees for withdrawing your consent to receive electronic disclosures. However, the Services are not available without electronic disclosures. Therefore, withdrawing your consent to receive electronic disclosures will terminate your access to all Services, including funds transfers to other accounts and electronic delivery of account statements. Any future dated or recurring transactions scheduled to be made after termination of your electronic disclosures, including all funds transfers, will be cancelled. Any account for which you have elected to receive an electronic statement will be changed to provide a paper copy of your statement. You should download and save or print copies of your electronic statements before you withdraw consent to receive electronic disclosures, since these will no longer be available to you after your access to the Services is terminated.

#### **X. Inactivity and Termination of this Agreement.**

You are responsible for complying with all the terms of this Agreement and with the terms and conditions of all other disclosures governing your Linked Accounts (the "Terms"). We can terminate your electronic banking privileges under this Agreement without notice to you if:

1. You do not pay any fee required by any agreement governing your Linked Accounts when due, or
2. You breach any provision of any agreement governing your Linked Accounts or applicable law, or
3. You do not comply with any agreement governing your Linked Accounts or your Accounts are not maintained in good standing; or
4. Customer changes its line of business or its origination activities from those conducted when the Agreement was entered into.

We can terminate this Agreement or your use of any Services under it for any other reason, provided we give you ten (10) days prior notice of our decision to do so. We may terminate your access to the Services or a related service without prior notice if

you close all Linked Accounts or you do not sign in to the Services or have any transaction scheduled through the Services during any consecutive one hundred eighty (180) day period. Once your account has been deleted from the Services, you must contact us if you wish to re-enroll.

Without limiting the foregoing, the Bank shall have the right (i) to terminate or suspend any ACH origination you initiate or any of the services provided hereunder, and/or (ii) to terminate or suspend this Agreement immediately and without penalty, if the Bank determines or reasonably believes that you have violated, or failed to conform with, applicable ACH Rules.

You may cancel the Services at any time. To cancel the Services, you must notify the Bank and provide the effective date to stop the Services. You may notify the Bank by:

**Calling 1-800-333-8000** or

**Writing to:**

**Eastern Bank**

Business Services Team

195 Market Street, EP3-02

Lynn, Massachusetts 01901-1508

If your access to the Services is terminated by you or the Bank for any reason, any future dated or recurring transactions scheduled to be made after the effective date of termination, including all funds transfers, will be cancelled. We may complete processing any transactions that have begun processing before the termination date. Any account for which you receive an electronic statement will be changed to provide a paper copy of future statements.

#### **Y. Amendments.**

This Agreement may be amended from time to time by the Bank. The Bank will give you notice of any change as required by law. One notice will be effective as to Customer, Administrator, and all Users. Any notices provided electronically will be sent to the email address you have specified for the Administrator.

Unless otherwise required by law, amendments apply to your Accounts and the Services you obtain from the Bank automatically, without the need for you to agree to or accept the change in writing. If you do not agree with an amendment, you must stop using and close the Account or terminate the Service affected by the change.

#### **Z. Service Providers**

The Bank may delegate its obligations to provide services to you under this Agreement to one or more independent service providers. Even if it does so, the Bank will continue to be the only party who is responsible to you for the performance of this Agreement: you will have no right to enforce this Agreement against the service provider. The service providers will be third party beneficiaries of this Agreement and will be entitled to all rights and protections that are available to the Bank hereunder.

#### **AA. Governing Law**

This Agreement will be governed by federal law and by the laws of the state in which the 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.

#### **BB. Dispute Resolution (including Arbitration, Class Action Waiver, and Jury Trial Waiver).**

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.

If a Claim has not been settled by such discussions within thirty (30) days and is within the jurisdiction of the small claims court, either party may seek relief in small claims court.

### Arbitration

If a Claim has not been settled by such discussions within thirty (30) days and is not pursued in small claims court, either party may refer the Claim to arbitration before a single arbitrator at a location near you that we agree is reasonably convenient for both of us or, if we are unable to agree, at a location determined by the American Arbitration Association. Any question whether this Arbitration provision is enforceable or a Claim is subject to arbitration will be decided by the arbitrator. The arbitration, including the selection of the arbitrator, will be governed by the Consumer Arbitration Rules of the American Arbitration Association in effect at the time of the arbitration (the “AAA Rules”). If there is a conflict between the AAA Rules and this Arbitration provision (this “Clause” or this “Arbitration Clause”), this Clause will control.

The arbitration will be conducted pursuant to the Procedures for the Resolution of Disputes through Document Submission unless the arbitrator determines that an in-person or telephone hearing is necessary.

You and we will each pay our own expenses (including attorneys’ fees). The costs of arbitration will be paid in accordance with the AAA Rules. If you prevail in the arbitration, we will reimburse you for any costs of the arbitration that you paid to the AAA (but not your attorneys’ fees). If we prevail in the arbitration, you are not required to reimburse us for any costs of arbitration that we paid.

To initiate arbitration proceedings, a party must send a Demand for Arbitration to the other party and submit a copy of the Demand and the filing fee to the AAA. The form of Demand, the rules regarding payment of filing fees, the ways to submit a Demand to the AAA, and other information about the AAA Rules and the arbitration process are available from the American Arbitration Association. Contact the AAA at:

Telephone number: **800-778-7879**

Website: **www.adr.org**

Any claim or defense that could be asserted in a court proceeding can be asserted in the arbitration and the arbitrator is entitled to award the same remedies that could be awarded in a court proceeding. Either party may ask the arbitrator for more information from the other party and the arbitrator shall decide

such questions in his or her discretion, after allowing the other party an opportunity to object. The arbitrator is required to follow all substantive law applicable to any dispute, including, without limitation, the applicable statute of limitations, any applicable attorney-client or work-product privilege, and any other applicable privilege. The arbitrator is required to issue a written decision setting forth the decision and the reasons for that decision. If the arbitrator makes an error of law, the resulting award may be appealed in court. Otherwise, the arbitrator’s decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction.

Some rights (such as the right to obtain information prior to arbitration and the rights to appeal a decision) may be more limited in arbitration than they would be in a court proceeding.

### Right to Opt Out of Arbitration

You have the right to opt-out of this Arbitration Clause and it will not affect any other terms and conditions of your Agreement or your relationship with us. **TO OPT OUT, YOU MUST NOTIFY US IN WRITING OF YOUR INTENT TO DO SO WITHIN 30 DAYS AFTER THE SERVICES ARE FIRST MADE AVAILABLE TO YOU UNDER THIS AGREEMENT.** Your opt out notice can be a letter that is signed by you that states “I elect to opt out of the Arbitration Clause in my Eastern Business Banking Agreement” or any words to that effect.

Send the notice to:  
Eastern Bank  
Legal Department  
195 Market Street, EP5-10  
Lynn, Massachusetts 01901

An election to opt out applies only to disputes arising under the Eastern Business Banking Agreement. If an agreement between you and the Bank for any other account or service contains an arbitration clause, that other arbitration clause will apply to disputes arising with respect to the other account or service.

### Waiver of Trial by Jury and Participation in Class Actions

With respect to all Claims between you and the Bank, regardless of whether the Claims are litigated in court or subject to arbitration:

(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.**