

# BUSINESS

## DEPOSIT ACCOUNT AGREEMENT

Effective October 1, 2021



## Introduction

This Agreement contains the terms and conditions applicable to your business accounts at Eastern Bank. This Agreement covers many of the features and services available for those accounts, such as Electronic Funds Transfer Services, Automated Teller Machines (ATMs) and Debit Cards.

### **This Agreement does not govern accounts for personal, family or household purposes.**

The Bank offers certain deposit-related services (such as overdraft protection, cash management and online banking, and bill payment services) that are covered by separate agreements. Aspects of your account relationship with us not covered by terms and conditions set forth in this Agreement or by other agreements between you and us will be governed by our usual banking practices and by applicable law.

### **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.**

## TABLE OF CONTENTS

Section	Page
I. General Rules for Deposit Accounts .....	<b>3</b>
II. General Terms and Conditions Governing Accounts and Account Services .....	<b>12</b>
III. Funds Availability .....	<b>19</b>
IV. Electronic Payments, Deposit, Transfers, .....	<b>21</b>
and Foreign Wire (Remittance) Transfers	
V. Automated Teller Machine (ATM), Debit Card .....	<b>23</b>
and Point-of-Sale (POS) Transactions	
VI. How to Contact Us .....	<b>26</b>

## I GENERAL RULES FOR DEPOSIT ACCOUNTS

### Opening Your Account

When you open an account, you agree to be bound by the rules and regulations in this Business Deposit Account Agreement. You should retain a copy of this Agreement and all amendments for your records.

In this Agreement, “you” and “your” refer to a customer who has an account with us for business purposes and each and every other person with authority to withdraw funds from the account or otherwise operate the account. “We”, “us”, “our” and the “Bank” refer to Eastern Bank. “This Agreement” refers to this Business Deposit Account Agreement.

The U.S. Treasury requires financial institutions to verify their customers’ identities and obtain certifications of valid tax identification or employer identification numbers. We may require identification information related to a controlling manager and/or equity owners in your business. If your account is funded before we verify your information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, we will not open your account or, if it was previously funded, we will close the account and mail the funds to the address on file.

You agree to pay any account charges that apply to your account and to pay fees and charges for such bank services as set forth in the Bank’s *Business Banking Fee Schedule*. A current version is available online at [www.easternbank.com](http://www.easternbank.com) or by contacting the Bank as described in Part VI this Agreement. No waiver by us of service charges on any one occasion constitutes a waiver of such charges on any other occasion.

### Deposits

You can make deposits to any of your business deposit accounts by mail or in person at a branch by using our deposit tickets. If you have been issued an ATM or Debit Card, you can make deposits to any of the business accounts you can access with your Card at an Eastern Bank ATM. If you have signed up for online or mobile banking, you may be able to make a mobile deposit using your mobile device. We may also make other deposit methods available to you for your convenience.

We have the right to supply missing endorsements on any noncash items submitted for deposit to your account and to deposit them in your account. We also have the right to limit, refuse, or return any item.

All items must be endorsed exactly as drawn. You will be liable for any losses or delays caused by nonconforming endorsements or by any other marks on the back of a check that make our endorsement or any other bank’s endorsement difficult to read.

If you present a substitute check for deposit into your account, you warrant that the substitute check (a) accurately represents all the information on the front and back of the original check as of the time the original check was truncated; (b) bears the legend “This is a legal copy of your check. You can use it the same way you would use the original check”; (c) bears all endorsements applied by any party that previously handled the check in any form for forward collection or return; (d) preserves any previous reconverting bank identifications in the form required by law; and (e) preserves the identity of the bank or other party that truncated the original check in the form required by law. You also warrant that no depository bank, drawee, drawer or endorser will be charged for a substitute check, original check or other paper or electronic representation as a result of which such party will be asked to make payment on a check that it has already paid. You agree to indemnify us for any loss or expense we incur as a result of your breach of any of these warranties or any other warranties or indemnities that we, as a reconverting bank, would give under applicable law or regulation.

### Withdrawals

The rules for making withdrawals vary according to the type of account you have. Withdrawals from any of your business deposit accounts can be made at any of our branches. We may also make other methods of withdrawal available to you for your convenience.

As allowed by federal regulations, we reserve the right to ask for seven (7) calendar days’ written notice before you withdraw money from an interest-bearing account.

**Checking Accounts:** If you have a Checking Account with us, you can make a withdrawal by writing a check. You may also be able to make withdrawals or transfers at ATMs or through other electronic means.

**Statement Savings Accounts:** You can make withdrawals from any Statement Savings Account in person or by mail by using our withdrawal slips. You may also be able to make withdrawals or transfers at ATMs or through other electronic means.

**Money Market Accounts:** You can make a withdrawal from your Money Market Account in person or by mail by using our withdrawal slips or by writing a check (from certain types of Money Market Accounts). You may also be able to make withdrawals or transfers at ATMs or through other electronic means.

**Limitations:** See Part II of this Agreement for information about limitations on withdrawals from your accounts.

**Checks:** You agree that we may pay checks drawn on your account that are presented to us for payment, regardless of the date of the check, including postdated checks. We may pay checks that are presented more than six (6) months after the date of the check and are not subject to a current stop payment order, but we are not obligated to do so.

### Authorized Signers

You agree to provide us with written notice, in a form that is satisfactory to us, of the name, signature and title of each person who is authorized to sign checks and to take other actions with respect to your business account on your behalf. You also agree to provide evidence of such persons' authority in a form that is satisfactory to us. We may refuse to recognize any resolution affecting the account that is not on our form or that appears to us to be incomplete or improperly executed. We may also provide other means by which you may authorize users of your account. We may, but are not obligated to, honor checks signed or other actions taken by a person concerning whom you have not provided such notice or authorization. Each person signing the signature card or completing other account opening or service requesting requirements represents and agrees that they are fully authorized to execute all documents or otherwise complete our requirements in their stated capacity; have furnished all documents or other information necessary to demonstrate that authority; and will furnish other documents and complete other requirements as we may request from time to time. You agree that any authorized person may act singly, unless you have given us written instructions to the contrary with respect to signatures on a check as laid out below.

Until you notify us otherwise in writing and we have had the opportunity to act on such notice, we may rely on the authority of each person you have told us is authorized to use your account without any duty to inquire regarding the circumstances of the issuance of checks or the taking of other actions. However, we may make such an inquiry and we need not act until we have received a satisfactory response to such an inquiry.

### Two-Signature Requirement on Checks

We offer accounts on which two (2) or more signatures are required for checks or checking withdrawal tickets over a certain dollar amount. This does not apply to withdrawals by telephone, wire transfer, ATM, Debit Card, POS, ACH, online, mobile or other electronic means. You can elect to use this service by filling out forms provided by us. The monthly fee for this service is listed in the *Business Banking Fee Schedule*. If you indicate on your checks, signature card or other account documents that more than one signature is required for withdrawal and you have not completed the forms we require, this indication is for your own internal procedures and is not binding on us. If you have not completed the forms we require, we may pay out funds from your account if the check or checking withdrawal ticket is signed or approved by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

We have the right to charge back your account if we have given you credit for an item that is returned to us unpaid. There will be a Returned Deposited Item fee imposed for each such item.

If you use a check to withdraw money from your account, the check must be on a preprinted form that we have supplied to you or on a form that meets the Bank's check encoding standards. We will not be required to accept checks that do not meet these standards. We will not be bound by or obligated to comply with any notation or memorandum on a check unless we have agreed in advance to do so. You promise to notify us immediately if any check is not delivered or is lost or stolen. All items must be endorsed exactly as drawn. You

will be liable for any losses or delays caused by nonconforming endorsements or by other marks on the back of a check that make our endorsement or any other bank's endorsement difficult to read.

### Processing and Posting of Items

At the end of each business day, we process and post items to your account. When we "post" transactions, "credits" (deposits or any other credit to your account) are added to your available balance and "debits" (withdrawals and fees) are subtracted from your available balance. "Posting" a debit means the same as the Bank "paying" the debit. Some debit transactions are "authorized" before they post, and the amount of the authorization, also referred to as a "hold," is subtracted from your available balance before the debit posts, as explained in the *"Available Balance and Authorization Holds"* sections below. We currently process and post items to your account at the end of each business day, as follows:

1. First, we add to your available balance deposits and other credits (excluding interest) in accordance with our *"Funds Availability Policy"*.
2. Next, we subtract from your available balance the amount of any holds for debit transactions that have been authorized but not yet presented to the Bank for payment. More information about authorization holds is provided below in the section *"Your Available Balance and Information About Holds"*.
3. We then subtract from your available balance debits presented to the Bank for payment against your account in categories by type of transaction. Below is a description of the categories of debits we may pay from your account, in the order they are posted to your account:
  - i. Wire transfers
  - ii. Returned Deposited Items
  - iii. All transactions not specifically listed in categories 3(i), 3(ii) and 3(iv)-3(x)
  - iv. Bank fees\* (except as described below), including but not limited to, Overdraft Fees and Returned Item (NSF) Fees incurred on the prior business day's overdraft items
  - v. Debit card purchases and ATM withdrawals
  - vi. ACH transactions (including Bill Pay)
  - vii. Checks (including electronic checks)
  - viii. Automated transfers between your Eastern Bank accounts (deposit or loan)\*
  - ix. Bank fees and service charges assessed at the end of the monthly statement cycle, including for example, but not limited to, monthly maintenance fees
  - x. Interest credits

For the above-listed categories 3(i)-3(iv) and 3(vi), we post items, within each category, in low-to-high order by dollar amount. For debit card purchases and ATM withdrawals (category 3(v)), we order transactions based on the time the transaction was authorized. If two or more items have the same time stamp, we post the items in low-to-high order by dollar amount. If one or more items within category 3(v) do not have time stamps, the items post after all items in category 3(v) with a time stamp in low-to-high order by dollar amount. Checks (category 3(vii)) are posted in check serial number order.

\* *Fees and Automated Transfers: The Bank cannot control the order in which certain fees post to your account as they are tied to an underlying transaction, and post after the transaction (e.g., Wire Transfer Fees and ATM Non-SUM Withdrawal Fees). Similarly, the Bank cannot control the ordering of automated transfers within above-listed category 3(viii). If you have questions about specific fees or transfers and the order in which they post, visit one of our branches or call 1-800-EASTERN (327-8376).*

We may change our posting order at any time. We will provide you with notice of any such changes as required by applicable law. The order in which items are authorized, received, processed and posted affects your available balance and may affect the total amount of Overdraft Fees or NSF Fees you incur. Your monthly account statement does not necessarily report debit and credit transactions in the order that they were processed or posted to your account.

## Overdrafts

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We use your available balance to determine whether you have enough money in your account to pay an item when it is presented for payment. If your available balance is insufficient to pay an item when it is processed and posted in the order set forth above, we may, in our sole discretion, pay the item (creating an overdraft) or return the item unpaid (NSF). If you overdraw your account, you must immediately pay all fees, overdrafts and other amounts you owe us. These amounts may be paid out of any subsequent deposit to your account (including deposits of payroll and government benefits). We may charge you an Overdraft Fee if we pay an item that exceeds your available balance. We may charge you a Returned Item (NSF) Fee if we return an item unpaid due to an insufficient available balance.

Please be aware that merchants and other third parties sometimes re-submit items that we return unpaid. Each re-submission constitutes a separate item. You agree that if any transaction is submitted for payment again after having previously been returned unpaid by us, an Overdraft Fee or NSF Fee may be assessed each time the transaction is submitted for payment and your available balance is insufficient to pay the item.

If your account remains overdrawn for five consecutive business days, in addition to the Overdraft Fee you will be charged a Sustained Overdraft Fee of **\$5** on the fifth such day, and each business day thereafter, up to a maximum of ten (10) Sustained Overdraft Fees, until you bring your account to a positive balance. This fee will continue to be assessed for each incident of sustained overdraft status. This fee does not apply to Cash Management Checking Accounts.

The amounts of our Overdraft Fees and NSF Fees are disclosed in our *Business Banking Fee Schedule*.

## Overdraft Limits

- We will not charge an Overdraft Fee or NSF Fee if your end-of-day available balance is overdrawn by \$5 or less.
- We will not charge an Overdraft Fee or NSF Fee on any individual transaction presented for payment that is \$5 or less.

## Examples of How \$5 Overdraft Thresholds Work

In the below hypothetical examples, we illustrate how the two \$5 overdraft thresholds work together to help you understand when you can expect to be assessed an Overdraft Fee or NSF Fee.

### Example 1:

Starting available balance of \$10, and three items post in the following order and amounts:

<b>\$11</b>	purchase at office supply store
<b>\$3</b>	purchase at pharmacy
<b>\$1</b>	purchase for parking
<hr/>	
<b>-\$5</b>	End-of-day available balance

In this example, one transaction is greater than \$5 and two transactions are \$5 or less. The account's end-of-day available balance is exactly -\$5. Since the end-of-day available balance is overdrawn by \$5 or less, no Overdraft Fees will be assessed, even though all three purchases that posted that day overdraw the account. The \$11 transaction does not trigger an Overdraft Fee.

### Example 2:

Starting available balance of \$10, and three items post in the following order and amounts:

<b>\$11</b>	purchase at office supply store
<b>\$3</b>	purchase at pharmacy
<b>\$5</b>	purchase at coffee shop.
<hr/>	
<b>-\$9</b>	End-of-day available balance

In this example, one transaction is greater than \$5 and two transactions are \$5 or less. The account's end-of-day available balance is -\$9. Since the end-of-day available balance is overdrawn by more than \$5, an Overdraft Fee will be assessed on the one transaction that exceeds \$5 (the \$11 purchase). No Overdraft Fees will be assessed on the \$3 and \$5 purchases because they are less than the \$5 individual transaction threshold.

### Example 3:

Starting available balance of \$10, and three items post in the following order and amounts:

\$11	purchase at office supply store
\$3	purchase at pharmacy
\$6	purchase at coffee shop
<hr/>	
-\$10	End-of-day available balance

In this example, two transactions are greater than \$5 and one transaction is \$5 or less. The account's end-of-day available balance is -\$10. Since the end-of-day available balance is overdrawn by more than \$5, Overdraft Fees will be assessed on the two transactions that exceed \$5 (the \$11 and \$6 purchases). No Overdraft Fee will be assessed on the \$3 purchase because it is less than the \$5 individual transaction threshold.

### Example 4:

Starting available balance of \$10, and five items post in the following order and amounts:

\$4	purchase at coffee shop
\$3	purchase at convenience store
\$3	purchase at office supply store
\$3	purchase at coffee shop
\$2.50	purchase at pharmacy.
<hr/>	
-\$5.50	End-of-day available balance

In this example, all five transactions are \$5 or less. The account's end-of-day available balance is -\$5.50. Although the end-of-day available balance is overdrawn by more than \$5, no Overdraft Fees will be assessed because all five of the purchases that posted that day are less than the \$5 individual transaction threshold.

## Your Available Balance and Information About Holds

**Available Balance:** Your available balance is the amount of money in your account that you can use without causing an overdraft. Your available balance includes all credits and debits that have posted to your account, and is reduced by any holds on your account, including authorization holds and deposit holds. Funds subject to a hold, dispute or legal process are not included in your available balance.

Your available balance may change during the course of a day as debit transactions and deposits are made. The available balance provided to you by the Bank may not include all of your transactions, such as checks you have written that have not yet cleared or upcoming automatic payments. You agree that it is your responsibility to keep track of your available balance as you make transactions in order to avoid overdrafts and fees. Your monthly account statement does not report the holds affecting your account on any given day; as a result, the daily balances reported in your statement may not reflect your available balance(s) occurring on that day. If you have questions about your statement or overdrafts you have incurred, visit one of our branches or call **1-800-EASTERN (327-8376)**.



**Authorization Holds:** When you use your debit card to make a purchase, you authorize the merchant to ask us to approve the transaction. When we approve the transaction, we must promise the merchant to pay for the purchase upon the merchant's request. We call this "authorizing" the transaction. Our decision to authorize or decline the transaction is based on your account's available balance at the time of the request, plus, at our sole discretion, any available overdraft coverage. There is often a delay between the date we authorize a debit card transaction and the date the merchant submits it to us for payment (settlement). We place a hold on your account for any authorized debit card transaction at the time we authorize it, and the hold remains on your account until we pay it. The amount of the hold will be the amount we have authorized, based on the request we receive from the merchant, or as permitted under applicable payment network rules. The amount held based on an authorization request is not applied to any specific debit card transaction. If an authorized debit card transaction is not submitted to us for payment within three (3) business days after we first apply the hold, we will release the hold from your account (Expired Hold).

Authorization holds reduce your available balance. An authorization hold can result in Overdraft or NSF Fees if additional items are presented for payment that exceed the reduced available balance resulting from the hold. The following is a hypothetical example of how that can occur: Your account has an available balance of \$100, and you swipe your debit card at an office supply store to make a \$75 purchase. The Bank authorizes the payment, allowing you to make the purchase. When the Bank authorizes the payment, it immediately places a hold on your account for the \$75 authorization, reducing your available balance to \$25 (\$100 minus \$75). The office supply store does not submit the authorized amount of \$75 to the Bank for payment until three days after your purchase. Before it does so, a check you wrote for \$60 clears. Because the authorized office supply store purchase reduced your available balance to \$25 before the \$60 check cleared, the check will overdraw your account by \$35 even though the authorized amount of \$75 has not been paid to the office supply store, and you will be charged an Overdraft Fee.

The amount of an authorization request and hold may not equal the amount the merchant ultimately presents for payment. Certain merchants (for example, hotels and gas stations) may submit authorization requests that are higher than the prices of the goods or services ultimately purchased. If an authorization hold is pending on your account, and another transaction is presented for payment that exceeds your available balance, you may be charged a fee even if you would have had a sufficient available balance to cover the item if the amount of the authorization hold was equal to the amount the merchant ultimately presents for payment.

**Deposit Holds:** Deposit holds are different from authorization holds. Please read our "Funds Availability Policy" (Part III of this Agreement) for a detailed discussion of how and when we make funds available to you. If you withdraw funds before they become available, you may incur Overdraft or NSF Fees.

### Overdraft Coverage

The Bank offers two forms of discretionary overdraft coverage, described below. If your account is eligible, we will consider authorizing and paying debit transactions that exceed your available balance, instead of automatically declining those transactions or returning them unpaid. Our overdraft coverage is a discretionary service; the Bank is not obligated to pay any item that exceeds your available balance and may cease paying overdrafts at any time without prior notice of reason or cause. We typically do not authorize or pay items that will overdraw your available balance by more than \$1,000, although we may elect to exceed that limit.

**Standard Overdraft Coverage:** Standard Overdraft Coverage allows us to authorize and pay overdrafts for all transaction types. If your account is eligible, the Bank may activate Standard Overdraft Coverage, although it is not required to do so. Accounts are eligible for Standard Overdraft Coverage after thirty (30) days of being opened. Accounts remain eligible as long as they are brought to a positive balance within ten (10) days of any overdraft. You may cancel Standard Overdraft Coverage at any time. Additionally, you may expressly request that we decline any ATM or everyday debit card transactions that exceed your available balance by contacting the Bank in any of the ways listed in Part VI of this Agreement, or speak to a representative at any branch.

More information about the Bank's overdraft services is available in the Bank's *Understanding Eastern Bank Business Overdraft Services and Fees* disclosure, which is available online at [www.easternbank.com/BusinessOverdraftServices](http://www.easternbank.com/BusinessOverdraftServices) and at any branch.

### Overdraft Protection – Services Available by Prior Arrangement

We offer two forms of overdraft protection that you can request: Automatic Balance Protection or Cash Reserve Line of Credit. You must apply, be approved, and sign all the documents required to establish such protection, as applicable. If you have arranged for either of these services, any discretionary overdraft coverage described above that is available for your account will be provided only after the funds available through the Automatic Balance Protection or Cash Reserve Line of Credit services have been used. Even if your account has been approved for overdraft protection, you may still incur Overdraft or NSF fees if you exceed your checking account's available balance and lack sufficient funds in your linked account or on the line of credit to cover the overdraft items.

**Automatic Balance Protection:** You may request Automatic Balance Protection for your Checking Account. Automatic Balance Protection links your Checking Account to another of your Eastern Bank checking or statement savings accounts to automatically transfer the amount needed, up to the available balance in the linked account, to cover checks or other withdrawals that would overdraw your Checking Account. Transfers under the Automatic Balance Protection feature count for purposes of the Bank's established limitations on withdrawals from Statement Savings and Money Market Accounts, which are described in Part II of this Agreement. Automatic Balance Protection is available to all account holders, without credit approval. Information about applicable fees and how to request Automatic Balance Protection is available at any branch and by phone at **1-800-EASTERN (327-8376)**.

**Cash Reserve Line of Credit:** You may apply for a Cash Reserve Line of Credit for an eligible Checking Account. If you have a Cash Reserve Line of Credit, we will automatically lend you the amount you need to cover checks or other withdrawals that would overdraw your Checking Account, up to the amount of your available credit limit. Information about applicable interest rates, fees, terms and conditions, and applications for a Cash Reserve Line of Credit, are available at any branch and online at [www.easternbank.com](http://www.easternbank.com).

### Foreign Items and Foreign Currency

A "foreign item" is a check or other payment order that is drawn on a bank or a branch of a bank located outside the United States. A foreign item may be payable in U.S. dollars or in a foreign currency. "Foreign currency" is any currency other than United States dollars. You agree not to write a check or other payment order on your account in any foreign currency. If we receive such a check or payment order, we are not required to process or pay it.

If you deposit a foreign item in your account, the Bank is not required to process it and may return it to you. If we do elect to process it, we will do so only for collection and you are responsible for any processing fees or charges and any loss relating to the item, including but not limited to risk of loss in transit, the risk that the item may be returned unpaid, and the risk of changes in currency exchange rates.

Foreign items are not subject to some U.S. laws and regulations. For example, foreign items are not covered by funds availability laws, and we are not required to credit your account for the amount of a foreign item until we have collected good funds for it. If the item is returned unpaid or charged back to us after we have credited your account for the item, you agree to reimburse us for the funds, and we may reverse the credit to your account or otherwise charge the amount of our loss to any account you maintain with us.

If you receive an item in foreign currency or ask us to send a payment in foreign currency, we will convert the funds from U.S. dollars to the foreign currency or from the foreign currency to U.S. dollars at a currency exchange rate that we determine in our discretion. We consider many factors in setting our currency exchange rates and our rates may differ from rates offered or used by other parties or offered or used by us under different circumstances. If we process a foreign item for collection, we use the exchange rate in effect on the date we credit the funds to your account, not the rate in effect on the date we accept the item for collection. If we reverse a credit to your account for the item at any time, we use the exchange rate in effect on the date of the reversal, not the rate we used to compute the original credit, even if this results in a loss to your account.

### **Standard of Care**

We use automated systems in the processing of checks in order to handle a high volume of items at the lowest possible cost to you.

You agree that, to the extent such systems are comparable to those used in general banking practice, their use will constitute ordinary care, and we will not be liable to you for forgeries or alterations not detected by such systems. You also agree that the exercise of ordinary care will not include detecting forgeries or alterations that could not be detected by an ordinary person acting with reasonable care.

You agree to follow reasonable business practices to avoid unauthorized transactions in your account, including auditing your internal books and records, establishing internal "dual control" procedures for your account, protecting checks received by you, protecting your unsigned checks, carefully supervising all your employees who deal with your account, promptly reviewing all statements we send to you or otherwise make available to you and discovering internal thefts of checks.

### **Safeguarding Your Checks**

You agree to use care in safeguarding unsigned checks on your account against theft or misuse. You agree to tell us immediately if any such checks are lost, missing, destroyed, or otherwise unaccounted for.

### **Facsimile Signatures**

If your checks are signed with the use of any facsimile signature or other non-manual form of signature, you acknowledge that the use of such signature is solely for your benefit and convenience. You accept sole responsibility for maintaining security over any device for affixing such signature. Such signature will be effective as your signature regardless of whether the person affixing the signature was authorized to do so. You agree to indemnify and hold us harmless from all losses resulting from our honoring an item in any instance in which the item bears or purports to bear a facsimile signature resembling the signature of an authorized signer on file with us, regardless by whom or by what means the actual or purported signature was affixed to the item.

### **Inconsistent Instructions**

In the event that we receive competing or inconsistent instructions regarding your account, we may refuse to honor any instructions until you provide us with any clarification we reasonably request. We may require you to sign an indemnification agreement and/or to post a bond satisfactory to us that will protect us for following your instructions.

### **Remotely Created Checks**

If you deposit a remotely created check (that is, a check that was not signed by the person on whose account it is drawn), you warrant that the person on whose account the check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

### **Night Deposit, Bulk Deposit Services and Coin & Currency**

If we make available to you night deposit, bulk deposit or coin & currency deposit, you agree to place your night deposit, bulk deposit or coin & currency in a depository bag provided by us and to organize your deposit in a format according to our instructions. You authorize us to open the depository bag in your absence and credit the contents to your account.

The contents of a depository bag shall not be treated as accepted by us for deposit until we have opened the bag and verified the contents. Our count as to the amount and character of each such deposit shall be final and conclusive. Credit to your account shall be subject to adjustment based on our final count. Items in the depository bag that are unacceptable for deposit will be held for thirty (30) calendar days or until claimed by you, whichever is sooner. If you do not claim the items within thirty (30) calendar days, the Bank may discard the items in any manner it deems appropriate without liability to you.

You agree that you use any night depository box at your sole risk. We will not be liable for any loss of deposits before they are removed from the night depository box nor for any loss resulting from removal of the night depository box from use.

### **Security Procedures**

You agree to safeguard any operating procedures or related information, test keys, identification codes or other security devices and not to disclose them to any person to whom such disclosure is not necessary for the conduct of your business affairs.

### **Liability**

You agree to hold us harmless from and against any and all claims, demands, liabilities, losses and damages (including, without limitation, costs and expenses of litigation and reasonable attorneys' fees) arising directly or indirectly from your account or any cash management or other service that you may obtain, provided that we have exercised ordinary care pertaining to the matters that have given rise to any such claims, demands, liabilities, losses or damages.

You agree that we will not be responsible and will incur no liability to you for any direct damages that you may incur as a result of our failure to perform properly, or of any delay by us in performing, our obligations regarding your account or any cash management or other service, if such failure or delay results from any cause beyond our control. You agree that we will not be responsible and will incur no liability to you for any indirect, punitive, special or consequential damages under any circumstances.

### **Service Charges**

You agree to pay the service charges that apply to your account and to each cash management or other service that you obtain, and we may withdraw the amount of such charges from your account. Our current account charges are stated in the *Business Banking Fee Schedule*. We may change the *Business Banking Fee Schedule* at any time without notice.

No waiver by us of service charges on any one occasion shall constitute a waiver of such charges on any other occasion.

### **Statements**

We send statements for all accounts other than Passbook Savings Accounts. Your statement will be sent or posted monthly, quarterly, or semi-annually, depending on the type of account you have and the services you use. You agree to examine all statements and any accompanying items promptly upon receipt and to notify us immediately and provide all relevant facts and documentation we reasonably request if you discover any unauthorized signatures, alterations, or other errors with your statement. Your failure to notify us promptly of any discovered errors may affect your ability to be reimbursed for any losses that you incur as a result. Your statement and all identified transactions will be deemed correct and free of forgeries, alterations, or other errors if you fail to alert us otherwise within thirty (30) calendar days after we send you the statement.

In any case, any other claim against us based on your statement and any identified transactions will be deemed waived by you if not asserted by you in writing within six (6) months of the date of your statement.

We will send your statements to the address we have for you in our records, unless you have requested and we have approved another means of delivery. If any statement is returned to us because of an incorrect or otherwise undeliverable address, we may stop sending statements to you until you provide a correct and deliverable address.

### **Stopping Payment**

The law permits you to ask us to stop payment of checks drawn on your account. Within a reasonable time before the check or other item is presented, you must tell us the exact amount of the check, the check number, the check date and the full number of the account on which it is drawn for us to be able to stop it. You may also ask us to stop payment of electronic debits to your account by following the procedures described in Part IV of this Agreement, under the heading "*Stopping Electronic Payments*".

If the information that you give us is not correct, or if you do not give us any other reasonable information that we ask for about the check or debit, or if you do not give us the information within a reasonable time before the check or debit is presented, we will not be responsible if we are not able to stop it.

Regular stop payment orders are effective for six (6) months. At the end of the effective period for either type of stop payment order, the order will expire unless at that time you

request an additional stop payment order. A stop payment fee will be imposed for each regular and extended stop payment order.

We are not obligated to accept a stop payment order on any cashier's check, treasurer's check, certified check, or money order. If we agree to do so, we may first require you to post a surety bond indemnifying us for any potential damages and/or file a declaration of loss in any form we reasonably request.

#### **Lost or Stolen Passbooks**

If your passbook is lost, stolen, or destroyed, we will ask you to complete a written request, in the form that we require, to pay the money in your account to you or to another account. We will not pay you the money or transfer the money into another account until we receive a request that has been properly completed and submitted by all account holders and all account holders present satisfactory identification to us. If applicable law requires that public notice be given of the loss or theft of the passbook, we will also require that adequate notice be given, at your expense, and that we receive satisfactory proof of such notice.

#### **Transfer of Accounts**

We do not acknowledge any assignment or pledge of your account unless the change in ownership is reflected in the account title in our records.

#### **Abandoned Property**

We are legally required to send funds from all "abandoned" accounts to the state treasurer's office. The applicable state law under which abandonment is determined (and the state to which abandoned funds are sent) is usually the state listed in the address you have specified for the account. Typically, an account is considered abandoned when there has been no customer-initiated activity for the period of years specified in the state law and no contact by the customer during that time. Since abandonment is determined based on customer-initiated activity, actions by the Bank (such as paying interest, processing automated deposits or withdrawals, or sending notices) do not keep an account from being deemed abandoned.

State abandoned property laws apply to all accounts, including checking, savings, and money market accounts, all certificates of deposit, all bank checks, official checks, and checks issued by the Bank. For certificates of deposit, an account is usually deemed abandoned if:

- no written communication is provided to the Bank by the account holder within the applicable period of years following the maturity date of the first (1st) automatic renewal of a CD that provides for automatic renewal.
- no written communication is provided to the Bank by the account holder within the applicable period of years following the maturity date of a CD that does not provide for automatic renewal.

After we turn abandoned funds over to the state, we have no further liability to you for the funds. You may be able to reclaim the funds by filing an application with the appropriate state agency.

Unless prohibited by applicable law, we may charge an abandoned property administrative fee to your account to cover our costs of sending notices, processing the account, and remitting the funds to the state. Even if the time period for abandonment has not passed, if we consider your account to be inactive, we may stop sending statements, charge your account dormant account fees, and otherwise suspend activity on your account until you contact the Bank to reactivate the account.

## **II GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS AND ACCOUNT SERVICES**

#### **If You Owe Us Money - "Set-Off"**

If you ever owe us money and it is due, we may, to the extent we have a right under the law or under an agreement with you, use the money from any of your accounts with us (including joint accounts) to pay the debt, even if withdrawing the money results in an interest penalty to you. If your joint account holder owes us money and it is due, we may also use the money from your joint account to pay the debt. The use of your funds to pay a debt owed by you or your joint account holder is referred to as our right of "set-off." If

you are a sole proprietor, we may charge any of your personal or business accounts. The use of your funds to pay a debt owed by you or your joint account holder is referred to as our right of "set-off".

You also grant us, to the extent permitted by law, a consensual security interest in any of your accounts with us, including amounts now or hereafter in our possession, safekeeping, custody or control, as collateral for any present or future obligations you have or may have to us, provided such obligations are not for personal, family or household use.

The law imposes conditions or limits on our ability to take or set-off funds in your accounts, to the extent that you may do so by contract, you waive those conditions and limits and you authorize us to apply funds in any or all of your accounts with us to obligations you owe us.

We may take or set-off funds from your account before we pay checks or other items drawn on the account. We are not liable to you for dishonoring items where our action results in insufficient funds in your account.

Any garnishment or levy against your account is subject to our right of set-off or security interest within applicable laws.

#### **Collection**

If we ever have to engage in any collection activities, including the filing of a lawsuit, to collect what you owe us, you will pay our reasonable expenses, including attorneys' fees.

#### **Business Days**

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

#### **Notices**

Any notice we send you will be considered effective when it is delivered to you, emailed to the email address you have provided to us if you have asked us to provide notices to you electronically, or mailed, postage prepaid, to the last physical address we have for you in our records. Notice from you will be considered effective when we receive it at the address noted in Part VI of this Agreement.

#### **Telephone Communications**

We may record any telephone conversations with you. We are not required to record such telephone conversations and shall have no liability for failing to do so.

#### **Closing Your Account**

Either you or we may close any of your deposit accounts or terminate any service provided in connection with an account at any time, without advance notice. A decision by you or us to close an account or terminate a service will not affect our existing obligations to each other, including your obligation to pay any fees or charges incurred prior to termination. Closing an interest-bearing account may result in the loss of any interest that has accrued since the last posting of interest to your account. Additional penalties may apply to early withdrawals of Certificates of Deposit as set forth in Part II of this Agreement.

#### **Reporting Information**

We have the right to report information about your account or any service provided to you to any reporting agency or to anyone you give our name to as a reference.

#### **What Law Applies**

Your deposit accounts, the services we provide in connection with them, and all the agreements between you and us relating to those accounts and services will be governed by federal laws and by the laws of the state in which the account was opened. An account opened online or through any other electronic access we make available will be deemed to have been opened in the Commonwealth of Massachusetts. If there is any conflict between our agreements and applicable federal and state laws, the affected agreements will be considered changed to the extent necessary to comply with those laws.

#### **Evidence**

In any court or arbitration proceeding, we can use a copy of any document to prove what you owe or that a transaction has taken place, and the copy will have the same validity as the original. We may maintain our records and produce a copy of any document by any method that accurately reproduces the original, including (but not limited to) photography, microfilm, microfiche, and optical imaging.



### **Our Right to Change This Information**

We reserve our right to change these rules or the terms of any of our agreements with you at any time. Unless required by law, we may make a change without prior notice to you. If we make a change that is unfavorable to you, we ordinarily will send you advance notice before the change becomes effective for your account. We may, but do not have to, notify you in advance if a change is necessary for security reasons or if a change is not unfavorable to you.

During the term of a Certificate of Deposit Account, we will not change the rules on the frequency of compounding or crediting interest, the minimum balance requirements that apply to the account, or the rate of interest or annual percentage yield (unless you have been notified that the account is subject to a variable rate of interest).

When we inform you of changes affecting your rights and obligations, we will do so by delivering or otherwise making a notice available to you in one of the following ways. Ordinarily, we will mail the notice to you at the address we currently show for your statement or, if you have agreed to electronic notice, we may provide notice to you electronically. Electronic notice may be sent to the email address you have specified or delivered to you through Online or Mobile Banking Services. We may provide a notice as a message printed on your statement, an insert with your mailed statement, or an attachment to your electronic statement (including a hyperlink). In some cases, we may post notice of a change in our branches or on our website.

Notice by any one of these means will be deemed effective notice of any changes to any of the agreements.

If we change these rules or any of our agreements, the then-current version of the relevant agreement will automatically supersede all prior versions and govern your account. If you continue to keep your account open and use it after a change becomes effective, you will be deemed to have accepted and agreed to the amended terms. If you do not agree to be bound by an amendment, you may stop using and close the account or terminate the service affected by the change or, if the Bank notifies you that you may opt out of the amended terms, you may opt out so long as you comply with the procedures the Bank specifies for opt outs. If you would like a copy of any current agreement or have questions, please ask any Bank representative or call us at **1-800-EASTERN (327-8376)**.

### **Express Consent for Telephone Calls**

Any time you provide us with a telephone number (including for a landline, cellular, VoIP, or any other form of telephone device), you are expressly consenting that we may use that number to contact you and that we may allow service providers who assist us in providing account services to you to use that number to contact you. We may contact you by any method, including voice call, calls using any automated dialer technology, artificial and/or pre-recorded voice call, texts, and other methods, even if you may incur charges from your phone provider when we do. We may contact you about any account or service you have with Eastern Bank (such as with a fraud alert for a debit card or a payment due notice for a loan or other credit account). You represent that you have the right to grant consent to use your contact information as stated in this paragraph.

You may revoke your consent to be called by the Bank and its service providers by contacting us in any of the ways listed in Part VI of this Agreement. However, certain services can be offered only if we can call you. We may close your account or terminate individual services if we do not have a current number at which we are authorized to call you.

### **ALTERNATIVE DISPUTE RESOLUTION - AGREEMENT TO ARBITRATE; JURY TRIAL WAIVER AND CLASS ACTION AND CLASS ARBITRATION WAIVER.**

This section of your deposit account agreement constitutes the Arbitration Agreement between you and us. **READ THIS SECTION CAREFULLY AS IT AFFECTS HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. IF YOU DO NOT OPT OUT AS PROVIDED BELOW, ALL DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO BINDING INDIVIDUAL ARBITRATION.** Solely for purposes of this Arbitration Agreement, the terms "we" and "us," in addition to referring to Eastern Bank, also refer to Eastern Bank's employees, officers, directors, parents, agents, subsidiaries, affiliates, successors and assigns.

From time to time, you may have concerns having to do with your account or other matters. Most concerns can be resolved by calling our customer service representatives at

**1-800-EASTERN (327-8376)**. In the event that a Dispute (defined below) arises between us, you and we agree to resolve the Dispute exclusively through binding individual arbitration before the American Arbitration Association ("AAA") in accordance with terms set forth below ("Arbitration Agreement"), and not through litigation in any court or any other forum. Some rights (such as the right to obtain information from the other party and the right to appeal a decision) may be more limited in arbitration than they would be in a court proceeding. You and we agree and acknowledge that in our relationship arising from this deposit account agreement and your account, the parties are participating in transactions that involve interstate commerce, and that the Federal Arbitration Act ("FAA") governs the interpretation and enforcement of this Arbitration Agreement.

### **JURY TRIAL WAIVER. YOU AND WE AGREE TO WAIVE ANY RIGHT YOU OR WE MAY HAVE TO A JURY TRIAL AND TO THE OPPORTUNITY TO LITIGATE ANY DISPUTE IN COURT.**

**CLASS ACTION AND CLASS ARBITRATION WAIVER. YOU AGREE TO WAIVE ANY RIGHT YOU MAY HAVE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION AGAINST US OR TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY SOMEONE ELSE. ANY ARBITRATION SHALL BE INDIVIDUAL ARBITRATION, ON BEHALF OF THE NAMED PARTIES ONLY; THERE WILL BE NO CLASS ARBITRATION OR OTHER REPRESENTATIVE ARBITRATION.** You also agree not to join in a Dispute with anyone other than persons who are joint account owners or beneficiaries on your account.

**YOUR RIGHT TO OPT OUT.** You have the right to opt out of this Arbitration Agreement and doing so will not affect any other terms of this agreement or your relationship with us. **TO OPT OUT OF THIS ARBITRATION AGREEMENT, YOU MUST MAIL US WRITTEN NOTICE OF YOUR DECISION POSTMARKED WITHIN THIRTY (30) DAYS OF OPENING YOUR BUSINESS ACCOUNT** (or if this Arbitration Agreement is added to the business account agreement after your business account is opened, within thirty (30) days after this Arbitration Agreement becomes effective) **OR POSTMARKED WITHIN thirty (30) DAYS OF THE CONVERSION OF YOUR ACCOUNT FROM YOUR CURRENT BANK TO EASTERN BANK.** Your opt out notice must include your name, address, account number for each account you wish to opt out, and your signature, and must be mailed to the "Notice Address" below.

#### **Notice Address**

Eastern Bank  
Legal Department  
195 Market Street, EP5-10  
Lynn, Massachusetts 01901

The opt-out procedure set forth in the above paragraphs is the sole and only method by which you can opt out of this Arbitration Agreement. For joint accounts, an opt-out notice signed by one account owner shall apply to all owners listed on the account. This Arbitration Agreement will apply to any Dispute relating to any account(s) for which we do not receive a timely and proper opt-out notice as described in the above paragraphs (including Disputes involving account owners added to your account in the future). If you do not opt out of the Arbitration Agreement as described in the above paragraphs, your continued use of your account evidences your acceptance of the Arbitration Agreement's terms.

**Disputes Covered.** The term "Dispute" includes any and all claims, disputes, actions or other controversies, whether based in contract, tort, statute, fraud or any other legal or equitable theory, that arise out of or are related to 1) this agreement; 2) your account; 3) any transaction, service, product, fee, or offer related to your account; or 4) any other aspect of the relationship between us. Disputes subject to arbitration include those based on present, future or past events (including events that occurred before the effective date of this deposit account agreement or any earlier agreement governing the terms and conditions of your account), whether asserted as original claims, counterclaims, cross-claims, third-party claims, interpleaders, or in any other form.

**Mail a Notice of Dispute.** If you have a Dispute and our customer service representatives have been unable to resolve it, you may pursue the Dispute by mailing a written Notice of Dispute to the Notice Address listed above. The Notice must describe your Dispute



and clearly state what you want us to do. If we do not reach an agreement to resolve the Dispute within thirty (30) days after we receive the Notice, either you or Eastern Bank may commence an arbitration proceeding or seek relief in small claims court as specified below.

**Small Claims Court Option.** If a Dispute is for an amount up to the maximum amount that may be sought in a small claims court in the jurisdiction in which you reside, you may elect to assert your claim as an individual action in such small claims court, but in no other court, in lieu of arbitration.

**Initiating Arbitration.** To start an arbitration, a party must send a Demand for Arbitration (“Demand”) to the other party and submit a copy of the Demand and filing fee to the AAA. The form of Demand, the ways to submit a Demand to the AAA, and other information about the arbitration process are available at [www.adr.org](http://www.adr.org). If you are unable to pay the filing fee, we will pay it directly upon receiving a written request at the Notice Address to do so.

**Arbitration Procedures.** The AAA will conduct the arbitration under applicable AAA Arbitration Rules (“AAA Rules”), as those rules may be modified by this Arbitration Agreement. Disputes involving consumers shall be subject to the AAA’s Consumer Arbitration Rules, as those rules may be modified by this Arbitration Agreement. If there is a conflict between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement will control. Any Dispute submitted for arbitration shall be heard and decided by a single arbitrator. For Disputes where the amount in controversy is less than \$10,000, the arbitration will be conducted pursuant to the AAA’s Procedures for the Resolution of Disputes Through Document Submission, unless the arbitrator determines that an in-person, telephone or videoconference hearing is necessary. For Disputes where the amount in controversy is \$10,000 or greater, the arbitration may be conducted in person, through the submission of documents, or by phone or videoconference, and the parties’ rights to a hearing will be determined by AAA Rules. Proceedings that are not conducted through the submission of documents or by phone or videoconference will take place at a location reasonably convenient for both of us, or if we are unable to agree, at a location determined by the arbitrator.

The arbitrator shall have exclusive authority to resolve any disagreement or controversy relating to the validity, interpretation, scope or enforcement of this Arbitration Agreement, or any other part or term of this deposit account agreement or the existence or validity of this deposit account agreement as a whole (subject to the appellate and judicial review rights set forth below). All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. No arbitrator shall have authority to entertain any Dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party. Judgment upon any arbitration award may be entered in any court having jurisdiction.

The arbitrator is required to issue a written decision setting forth the decision and the reasons for that decision. The arbitrator’s award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the arbitrator determines that the Class Action and Class Arbitration Waiver is invalid, void or unenforceable for any reason, in whole or in part, that determination is immediately reviewable by a court of law, and the parties hereby submit to the jurisdiction of such court for such purpose. The arbitration shall be stayed during the pendency of any such judicial review, including any appeals, requests for rehearing or petitions for certiorari.

**Costs.** Except as otherwise provided in this Arbitration Agreement, the costs of arbitration will be paid in accordance with 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, except as provided below). If we prevail in the arbitration, you are not required to reimburse us for any costs of arbitration that we paid to the AAA; however, if the arbitrator finds that your Demand was not made in good faith or is frivolous, you agree to reimburse us the filing fee or any other monies previously disbursed by us that are otherwise your obligation to pay under AAA Rules. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses of arbitration, regardless of who prevails, but the arbitrator will have the authority to award attorneys’ fees and expert witness fees and expenses to the prevailing party to the extent permitted by the AAA’s rules or applicable law.

**Rights Preserved.** This Arbitration Agreement does not prohibit you or us from exercising any lawful rights or using other available remedies to preserve, or obtain possession of property; exercise self-help remedies, including set-off rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction.

**Modification.** Notwithstanding Eastern Bank’s right to amend the terms of this agreement, arbitration of any Dispute will be conducted pursuant to the terms of the Arbitration Agreement in effect at such time as Eastern Bank receives Notice of the Dispute, in writing, at the Notice Address listed above. If we make a change to this Arbitration Agreement (other than address changes), you may reject that change by sending us written notice, within thirty (30) days of the change, to the Notice Address listed above. If you do so, at our option, the most recent version of this Arbitration Agreement that was in effect before the change you rejected will apply. This Arbitration Agreement shall survive the closing of your account and remain binding on you and your heirs, legal representatives, successors and assigns.

**Severability.** If any term of this Arbitration Agreement, other than the Class Action and Class Arbitration Waiver, is deemed or found to be invalid, void or unenforceable for any reason, that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term. The Class Action and Class Arbitration Waiver is non-severable and if, following the conclusion of the judicial review process described above, it is deemed or found to be invalid, void or unenforceable for any reason, this entire Arbitration Agreement shall be null and void.

#### **Interest**

We pay interest on Savings and Money Market Accounts, Certificates of Deposit, and on some Checking Accounts.

#### **When Interest Begins to Accrue**

Generally, we begin to accrue interest on all noncash deposits (such as checks) on the day we receive credit for the deposit. On Certificates of Deposit, however, we begin to accrue interest on the day of deposit. The “day of deposit” is determined as described in the “*Funds Availability Policy*” set forth in Part III of this Agreement.

#### **Compounding and Crediting Interest**

Interest is credited (posted) and compounded (added to the principal balance on which interest is paid) monthly on all interest-bearing accounts other than Certificates of Deposit with a term of less than one (1) year. On these short-term certificates, interest is credited at maturity and not compounded.

If you close an account before the day interest is credited, the accrued interest will not be posted to the account or paid.

#### **Minimum Deposit and Balance Requirements**

There are 3 minimums that are important for each type of account:

- The minimum deposit required to open the account
- The minimum balance required to earn interest at the stated annual percentage yield
- The minimum balance required in order for the Bank to waive the monthly maintenance fee, if any is applicable to the account

You must maintain a minimum daily balance of \$10 in an interest-bearing account to earn interest on that account.

On tiered-rate accounts, the rate at which we pay interest changes based on the balance of the account. The minimum balance required to qualify for each tier is disclosed on a separate document that we provide to you at account opening. Current rates are also available online at [www.easternbank.com](http://www.easternbank.com) or at any of our branch locations.

The minimum balance required to waive a monthly maintenance fee may be a daily balance, a combined daily balance, or an average daily balance, as disclosed for each account in our “*Business Banking Fees Schedule*”.

**Daily Balance:** The “daily” balance of your account is the principal balance on which interest accrues each day. (For information about the balance on which interest accrues, see the section titled “*When Interest Begins to Accrue*”.)

**Average Daily Balance:** The “average daily balance” of your account is the sum of the daily balances for all the days during the statement cycle divided by the number of days in the cycle.

The minimum deposit requirements for opening an account and the minimum balance requirements to waive service charges are disclosed in our “*Business Banking Fees Schedule*”.

#### **Balance Computation Method**

The Bank uses a daily balance method to compute interest on all accounts. When we use the daily balance method, we apply a periodic rate to the principal balance in the account at the end of each day.

#### **Fees & Limitations**

Fees that may be imposed on your account are disclosed in the Bank’s “*Business Banking Fees Schedule*”, which has been provided to you separately.

Transactions at ATM and POS machines may be subject to limitations on amount or frequency as described in Part V of this Agreement.

**Savings and Money Market Accounts:** Eastern Bank imposes limitations on the number of certain types of withdrawals from your Savings and Money Market Accounts. In each monthly statement period, you may make no more than six (6) transfers and/or withdrawals by means of preauthorized, automatic telephone or computer instructions (including through online or mobile banking) or checks, when applicable. There are no limits on the number of transfers or withdrawals that you may make in person at any of our branches or at an ATM. We will impose a service charge for each transaction in excess of the Bank’s limit.

**Certificates of Deposit:** Unless expressly permitted under the terms of the certificate, no deposits are permitted after the initial deposit except at time of renewal. Withdrawals may be subject to penalties.

#### **Certificates of Deposit**

**Maturity Date:** The term and maturity date of a Certificate of Deposit, if any, are shown on a separate document that we have provided to you.

**Withdrawals Before Maturity:** Withdrawals made within the first six (6) calendar days of deposit must be charged a minimum of seven (7) calendar days’ simple interest on the amount withdrawn. There are penalties for withdrawals of principal before the maturity date of a Certificate of Deposit. On deposits with a term of less than 1 year, the penalty for early withdrawal is equal to 91 calendar days’ interest on the amount withdrawn. On deposits with a term of 1 year or more, the penalty for early withdrawal is one hundred eighty two (182) calendar days’ interest on the amount withdrawn. (Penalties may differ for Certificates of Deposit that were opened at another banking institution but have since been transferred to Eastern Bank. The original terms are grandfathered until the first renewal date following the Eastern Bank acquisition, at which time the terms of this Agreement will apply.)

Interest posted to the account may be withdrawn without penalty before maturity on CDs with terms equal to or greater than twelve (12) months. CDs with maturities of less than twelve (12) months accrue interest, but it is not paid until maturity. If the withdrawal is made prior to maturity the interest will not be paid.

**Renewal Policies:** Unless the depositor instructs the Bank otherwise, all automatically renewable Certificates of Deposit will be renewed automatically at maturity at then-effective interest rates if the Bank currently offers a comparable certificate. If the Bank does not currently offer a comparable certificate, the Bank will notify the depositor that the account will not be renewed automatically. There is a ten (10) calendar day grace period after the maturity date of an automatically renewed certificate to withdraw funds without being charged a penalty. Additional deposits made to a certificate during the grace period will begin to earn interest from the day of deposit. On certificates that do not renew automatically, interest is not paid after maturity.

### **III FUNDS AVAILABILITY POLICY**

Our policy of funds availability complies with federal regulations and, in some cases, gives you availability of funds from your accounts sooner than is required by law. Making funds available for your use does not mean the deposited items have been collected and paid. In the event the deposited items are returned unpaid, we are entitled to debit your account for the amount of the returned items. If the debit creates an overdrawn balance, you agree to pay the overdrawn amount and all applicable Returned Deposited Item fees as soon as we give you the notice of the overdraft.

We delay the availability of funds that you deposit by cash or check into your account as described in this Part III. During the delay, you may not withdraw the funds in cash and we are not required to use the funds to pay checks that you have written or to satisfy any other type of debit. The length of the delay varies depending on the type of deposit.

The length of the delay is counted in business days from the day of your deposit. Business days are all days except Saturdays, Sundays and federal holidays. If you make a deposit before our cutoff time on a business day that we are open, we will consider that day to be the day of deposit. However, if you make a deposit after our cutoff time or on a Saturday, Sunday, or federal holiday, or a day we are not open, we will consider the deposit to have been made on the next business day that we are open. Generally, our cutoff time is the end of our business day. However, some of our locations have different cutoff times. The earliest cutoff time that might apply at a branch is 2 p.m. The earliest cutoff time that might apply to deposits at an ATM is noon. The cutoff time for mobile deposits (which are considered to be check deposits, not electronic deposits) is 8 p.m. Please ask if you need to know the cutoff time at the location at which you are making a deposit. All times are Eastern time.

#### **Immediate Availability**

Funds from the following deposits will be available immediately upon receipt of the deposit:

- Electronic deposits, including wire transfers and preauthorized credits (such as Social Security benefits and payroll payments) from U.S. sources (Note: Mobile deposits are typically treated as check deposits, not electronic deposits)
- Cash, if you make the deposit in person to one of our employees or at an Eastern Bank ATM

#### **Next-Day Availability**

Funds from the following deposits are available on the first business day after the day of deposit:

- Cash not otherwise subject to immediate availability
- Checks that are drawn on us
- U.S. Treasury checks
- Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Service Money Orders
- Traveler’s checks
- Checks deposited at an Eastern Bank ATM

If you make the deposit in person to one of our employees and use a Next-Day Availability Deposit Ticket (available in every branch on request), funds from the following deposits are also available on the first business day after the day of your deposit:

- Cashier’s, certified, and teller’s checks that are payable to you
- Commonwealth of Massachusetts, State of New Hampshire, and local government checks that are payable to you

#### **Other U.S. Check Deposits**

All other checks drawn on financial institutions in the U.S. will be available on the first or second day after the day of deposit, depending on the routing number on the check. The location of the routing number is shown in the shaded boxes to follow:

PERSONAL CHECK	
Customer Name	
Address, City, State	
Pay to the Order of	
Bank Name	
Location	
123456789	

BUSINESS CHECK	
Name of Company	
Address, City, State	
Pay to the Order of	
Bank Name	
Location	
000000000	123456789 000000000

Some checks are marked “payable through” and have a four- or nine-digit number nearby. For these checks, use this four-digit number (or the first 4 digits of the nine-digit number), not the routing number on the bottom of the check, to determine when they will be available.

#### U.S. Checks - Next-Day Availability

If the first 4 digits of the routing number or the “payable through” number are any of the following, the funds will be available on the first business day after the day of deposit: 0110, 0111, 0112, 0113, 0114, 0115, 0116, 0117, 0118, 0119, 0211, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, or 2211.

#### U.S. Checks - Second-Day Availability

If the first 4 digits of the routing number or the “payable through” number are any number other than the numbers listed above, up to \$225 of the deposit will be available on the first business day after the day of your deposit and the remainder of the deposit will be available on the second business day after the day of your deposit. The amount that will be available on the first business day is \$225 minus the total amount of Next-Day Availability U.S. checks you deposited on the same day (but not less than zero).

For example, if you deposit Next-Day Availability U.S. checks totaling \$100 and Second-Day Availability U.S. checks totaling \$500 on Monday, all of the Next-Day availability checks and \$125 of the Second-Day Availability checks will be available on Tuesday (for a total of \$225), and the remaining \$375 of the Second-Day Availability checks will be available on Wednesday. If you deposit Next-Day Availability U.S. checks totaling \$300 and Second-Day Availability U.S. checks totaling \$500 on Monday, all of the Next-Day availability checks will be available on Tuesday, and all of the Second-Day Availability checks will be available on Wednesday.

#### Foreign Checks and Other Deposits

A foreign check is accepted on a collection basis, and availability generally depends on the country of origin. A foreign check is a check drawn on a bank located outside the United States or on a branch of a U.S. bank located outside the United States. Please ask if you need to know when funds will be available from deposits of foreign checks.

Electronic deposits received from or through a foreign source, if accepted by the Bank, will be available on the first business day after the day of deposit.

#### Special Provisions for New Accounts

If you are opening a new account relationship, funds deposited in the account may be subject to certain special availability rules (described below) for the first thirty (30) calendar days your account is open. Except as affected by these rules, the Bank’s standard policy continues to apply to the account.

These rules may apply during the first thirty (30) calendar days after your account is established:

- Electronic deposits and deposits of cash will be available on the first business day after the day of deposit.
- The first \$5,525 of certain checks\* and U.S. Postal Service money orders payable to you will be available on the next business day after the Bank receives the deposit if the deposit meets certain conditions (as described below). If the deposit of these checks (other than U.S. Treasury checks) and money orders is not made in person to one of our employees, the first \$5,525 of the deposit will not be available until the second business day after the day of deposit.

\* Checks subject to this rule include checks drawn on Eastern Bank as well as U.S. Treasury checks and checks drawn on a Federal Reserve Bank or Federal Home Loan Bank. If deposited with a Next-Day Availability Deposit Ticket, the following checks are also subject to this rule: cashier’s, certified, and teller’s checks; Commonwealth of Massachusetts checks; State of New Hampshire checks; local government checks; and traveler’s checks. All checks subject to this rule must be payable to you.

- All deposits not covered by the preceding paragraph (other than foreign checks) will be available no later than the ninth business day after the day of deposit.

Your account is considered to be a “new account relationship” if any one of the owners of the account is new to the Bank. A person or entity is new to the Bank unless, within the last thirty (30) calendar days, he or she or it had an Eastern Bank deposit account that had been in existence for at least thirty (30) calendar days.

#### Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe that a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available to you no later than six (6) business days after the day of your deposit, however, longer delays may apply. Please ask if you need to be sure about when a particular deposit will be available for withdrawal.

#### Holds on Other Funds for Check Cashing

If we cash a check for you that is drawn on another bank, we may delay your ability to withdraw a corresponding amount of funds that you have on deposit in an account with us. The funds in this account will be held for a period equal to the length of time the check would have taken to become available if it had been deposited rather than cashed.

## IV ELECTRONIC PAYMENTS, DEPOSITS, TRANSFERS, AND FOREIGN WIRE (REMITTANCE) TRANSFERS

#### Funds Transfers

You agree that any transfer of funds to or from your account initiated through the National Automated Clearing House Association (“NACHA”) or any other automated clearing house association (each, an “ACH” transaction) will be subject to the rules of such association, including the rule that our payment of a funds transfer is provisional until we receive final settlement for the transfer. If we do not receive such final settlement, we are entitled to a refund of the amount credited to you in connection with such entry.

If we accept on your behalf payments to your account that have been transmitted through an ACH that are not subject to the Electronic Fund Transfer Act, your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of New York, as provided by the operating rules of NACHA, which are applicable to ACH transactions. You agree to comply with all applicable rules, regulations and laws in effect. Failure to comply with applicable ACH rules could result in liability for fines and other penalties assessed against the Bank pursuant to those rules, regulations and laws, which you agree to pay directly or to reimburse to the Bank.

Under the operating rules of the NACHA, we are not required to give next-day notice to you of the receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide you. NACHA requires receiving depository institutions to perform additional handling of electronic deposits or electronic payments originated from or through another country, which may cause posting delays. Accordingly, electronic deposits received from or through foreign sources will not be available until the next business day following receipt of the deposit.



If your account receives an ACH entry that is unauthorized, you must request the Bank to return the item the following business day after the settlement date. If the report is made orally, we may require that you send the request in writing. For certain improper entries on a business account, you may notify the Bank within sixty (60) calendar days after the settlement date. If the report is made orally, we may require that you promptly send the complaint or question in writing.

We may return any ACH debit entry (including charges from checkbook vendors) when there is not enough available balance in the account to cover payment of the entry.

ACH transfers that you initiate are also subject to the terms and conditions of any other agreement you enter into with the Bank governing such transactions.

#### **Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or bills. Some businesses use a procedure to convert checks that are drawn on your account with us into electronic debits. The business passes your check through a machine that captures the account routing number, check amount, and other relevant information, and then either returns the check to you or destroys it. An electronic debit for the transaction amount is then sent to us. When we receive the electronic debit, we charge it to your account immediately after the business enters the transaction. So to avoid an overdraft you must have a sufficient available balance in your account to cover the amount of the check at the time you authorize the transaction. Since the check is not sent to us for processing, we do not have a copy of your check. You should retain the check for your records if the business returns it to you. These electronic debits are listed on your account statement and will reflect the check number if that information was provided to us by the business.

#### **Which Electronic Payments, Deposits, and Telephone Transfers We Will Honor**

We will honor electronic payments, electronic check conversions (which are checks that are converted to an electronic item by the payee), and deposits if the transactions are properly presented through the ACH system or if they are properly presented by a third party with whom we have an agreement to honor them, provided that

- in the case of an electronic payment, the account from which funds are being transferred is not a Passbook or CD Savings Account and you have a sufficient available balance in your account, free of legal restriction, to cover the payment or you have available overdraft or credit-line coverage; or
- in the case of an electronic deposit, we receive good funds and the deposit is not reversed by the third party.

We agree to transfer money between your accounts upon your telephone request, provided that

- you properly identify yourself using our current identification methods or access device; and
- you have a sufficient available balance in the account from which you are transferring funds to cover the amount requested or you have available overdraft or credit-line coverage.

We are not required to honor other electronic payments or deposits or telephone transfers, although we may do so from time to time.

#### **Limits on Electronic Payments and Telephone Transfers**

Eastern Bank limits the number of certain kinds of transfers made from your Savings and Money Market Accounts to other accounts of yours or to third parties. The limit, which applies separately to each Savings and Money Market Account out of which a transfer may be made, is six (6) transfers per monthly statement period. Electronic check conversions, telephone transfers, and other electronic payments described in this Part II are included in the types of transactions subject to limitation under these Bank limits.

#### **Liability for Unauthorized Electronic Payments or Telephone Transfers**

You will be liable for unauthorized electronic payments or telephone transfers from your deposit account to the extent allowed by applicable federal and state laws and this Agreement.

Tell us immediately if you believe that any access device you use to authorize electronic payments or telephone transfers has been lost, stolen, or used without your permission.

An access device means a card, code, or other means of access to your account, or any combination thereof, that may be used by you to initiate electronic fund transfers. Contacting us by telephone is the best way to limit your possible losses. Our contact information is found at the end of this Business Deposit Account Agreement under "How to Contact Us" in Part IX of this Agreement.

#### **Stopping Electronic Payments**

You may ask us to stop and return a single payment item or any preauthorized recurring electronic payments to be automatically deducted from your account by a third party. You can stop these payments if you notify us in time for us to receive your request three (3) business days or more before the electronic payment is scheduled to be made. We may accept stop payment requests after this three (3) business day limit, but we are not required to do so by law or under this agreement. If you call, we may also require you to put your request in writing and to get it to us within 14 calendar days after you call. If you do not provide sufficient information to identify the transaction, we might not be able to fulfill the request to stop the electronic payment(s). You will be charged our standard charge for stop payment orders.

If you ask us to stop payment of a single payment item, the request will apply only to the specific item you identify. Other payments to the same payee will not be stopped; even the specific item you identified will not be stopped after the stop payment order has expired.

If you intend to discontinue accepting all items for any preauthorized recurring electronic payment, it is necessary to revoke these transactions by notifying the originator to discontinue the item(s) from being processed. If an item is presented after revocation you must complete and sign the Written Statement of Unauthorized Debit.

Except as provided above, your initiation of certain electronic funds transfers from your account will effectively eliminate your ability to stop payment of the transfer.

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

#### **Proof of Transfer**

Any documentation provided to you that indicates that an electronic fund transfer transaction was made shall be admissible as evidence of the transaction and shall constitute prima facie proof that the transaction occurred.

#### **Transactions That We Do Not Complete**

If we do not complete a 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, in the following situations:

- 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 option you chose and attached to the account
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- If a technical malfunction exists on the transaction date
- If funds are subject to a legal process or other encumbrance restricting such transfer
- If any other specific exceptions stated in this Agreement are applicable

See the section titled "*Which Electronic Payments, Deposits, and Telephone Transfers We Will Honor*" in this Part IV for certain circumstances under which we do not agree to complete transfers.

## **V AUTOMATED TELLER MACHINE, DEBIT CARD, AND POINT-OF-SALE (POS) TRANSACTIONS**

This section explains how to use your Eastern Bank ATM Card or Eastern Bank Debit Card and sets forth your rights and responsibilities with respect to those cards. The term "Card" is used to refer to both types of cards. The term "Debit Card" is used to refer to an Eastern Bank Debit MasterCard BusinessCard.



## ATM AND DEBIT CARDS

By receiving, retaining, signing, activating, using or authorizing others to use your Card, you will have accepted the Card and agreed to be bound by the terms and conditions set forth in this Agreement.

### Automated Teller Machine (ATM)

You may use your Card at the following ATMs:

- All ATMs in our branches or with the name “Eastern Bank” on them (“Eastern Bank ATMs”)
- Other ATMs that participate in the same networks as Eastern Bank (“Non-Eastern Bank ATMs”)

The types of transactions you can perform at an ATM will depend on the ATM that you are using. You can perform all the following types of transactions at most Eastern Bank ATMs, but some of these transactions may not be available at Non- Eastern Bank ATMs.

- Cash withdrawals
- Transfers among designated accounts
- Balance inquiries
- Balances available through the ATM are updated based on transaction activity.
- Deposit and cash back
  - You may use your Card to deposit funds into any account linked to the Card. If you deposit a check, you may immediately withdraw up to \$100 of those funds as long as you have a sufficient available balance and we have not restricted access to the account for any reason.

### Currency Conversion and International Transactions

If you effect a transaction with your Card in a foreign country, MasterCard® will convert the amount of the transaction in foreign currency to a U.S. dollar amount. To make this conversion, MasterCard will use the procedure set forth in its operating regulations.

Those regulations provide that MasterCard may make the conversion to U.S. dollars using either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard. In either case, the rate used will be the rate in effect on the day MasterCard processes the transaction, which may differ from the rate in effect on the date the transaction occurred or when it posted to the account. You agree that your account will be charged the U.S. dollar amount converted from a foreign currency as provided in this section.

You will be charged a MasterCard® International Assessment Fee for each foreign transaction made by you with your ATM or Debit Card (i.e., any transaction made in a foreign currency or with a foreign merchant or bank), as noted in the *Business Banking Fee Schedule*.

### Receipts and Account Statements

You will receive a receipt for transactions made with your Card, if you so choose. You will also receive an account statement for each monthly period during which there is an ATM transaction involving your account, unless the statements are returned because of an incorrect address. If you are not receiving statements regularly, you may contact us at **1-800-EASTERN (327-8376)** or visit any branch.

### Proof of Transfer

Any documentation provided to you that indicates that an electronic fund transfer transaction was made shall be admissible as evidence of the transaction and shall constitute prima facie proof that the transaction occurred.

### ATM CARD (DOES NOT HAVE THE MASTERCARD LOGO)

#### Use of the ATM Card

- The Eastern Bank ATM Card can be used only at ATMs.
- When you request an ATM Card, we will ask you which of your accounts you want to access with the ATM Card.
- ATM access can be requested for Checking, Statement Savings, and Money Market Accounts (“Designated Accounts”). One of the Designated Accounts must be identified as your primary account (“Primary Account”).

- When you request an ATM Card, you will select or be assigned a personal identification number (PIN) to be used for all ATM transactions.
- After twelve (12) months of inactivity, we may inactivate your ATM Card. If we inactivate your ATM Card, it will no longer be accepted for any transaction. To obtain a new ATM Card, you must reapply. We may charge a reissuance fee for the replacement.

### ATM Card Transactions

You can use your ATM card to

- Deposit funds at Eastern Bank ATMs
- Transfer funds between your designated accounts at Eastern Bank ATMs
- Withdraw cash from ATMs
- Check balances of your designated accounts at ATMs

### Limits on ATM Transactions

Our standard overdraft practices apply to ATM transactions as stated in the “*Overdrafts*” section in Part I of this Agreement.

### Eastern Bank ATM Card:

Eastern Bank allows three (3) ATM withdrawals per calendar day, up to a total amount of \$500.

Eastern Bank reserves the right to temporarily reduce limits on ATM Cards if the Bank has fraud concerns.

### DEBIT CARD (HAS THE MASTERCARD LOGO)

#### Use of the Debit Card

- The Eastern Bank Debit Card can be used at ATMs and for Point-of Sale (POS) transactions.
- When you request a Debit Card, we will ask you which of your accounts you want to access with the Debit Card.
- ATM access can be requested for Checking, Statement Savings, and Money Market Accounts (“Designated Accounts”). One of the Designated Accounts must be identified as your primary account (“Primary Account”). If you are requesting a Debit Card, the Primary Account must be a Checking Account.
- When you request a Debit Card, you will select or be assigned a personal identification number (PIN).
- After twelve (12) months of inactivity, we may inactivate your Debit Card. If we inactivate your Debit Card, it will no longer be accepted for any transaction. To obtain a new Debit Card, you must reapply. We may charge a reissuance fee for the replacement.

### Debit Card Transactions

You can use your Debit Card to

- Make purchases for goods and services online, in person, by phone or wherever Mastercard® Debit Cards are accepted
- Deposit funds at Eastern Bank ATMs
- Transfer funds between your designated accounts at Eastern ATMs
- Withdraw cash from ATMs
- Check balances of your designated accounts at ATMs
- Accept/make payments from/to third parties.

### Limits on Debit Transactions

Our standard overdraft practices apply to ATM and POS transactions as stated in the “*Overdrafts*” section in Part I of this Agreement.

In addition, the following daily transaction and dollar limits apply (when a limitation is indicated by a dollar amount and a number (such as \$4,000 | 15), whichever limit is achieved first controls):

### **Eastern Bank Debit Card**

Total limit per calendar day: \$4,000 | 15 transactions, which may include any combination of:

- Debit Card purchases: \$4,000 | 15 transactions
- ATM withdrawals: \$1,000 | 5 transactions (surcharge fees imposed at a non-Eastern Bank ATM count against the ATM withdrawal limit)
- Cash advance: \$500 | 15 transactions

Eastern Bank reserves the right to temporarily reduce limits on Debit Cards if the Bank has fraud concerns.

### **Point-of-Sale (POS) Debit Card Transactions**

ATM and POS transactions are debited from your daily limits and your available balance based on the authorization request received from the merchant and the final amount is posted to your account when the transaction has cleared. Not all merchants issue hold requests. Please see the “*Authorization Holds*” section in Part I of this Agreement.

### **OTHER**

- We have no liability or responsibility if, for any reason, the Eastern Bank ATM Card or Debit Card is not honored at any ATM or establishment.
- If you have a dispute with a merchant over an Eastern Bank Debit Card transaction, you must first attempt to resolve the dispute directly with the merchant before reporting the dispute to Eastern Bank. It will also be necessary to put the information about the dispute in writing, including the date, amount and location of the transaction and the reason for the dispute, together with a copy of the sales draft in question.

### **SAFEGUARDING YOUR CARDS**

You must exercise reasonable care in safeguarding your Cards from risk of loss, theft and, upon becoming aware of any loss of theft, promptly inform the Bank.

### **IF YOUR CARD IS LOST, STOLEN OR USED WITHOUT YOUR AUTHORIZATION**

You will be liable for unauthorized use of your Card and PIN at an ATM or for POS purchases to the extent allowed by applicable federal and state laws and this Agreement.

Tell us immediately if you believe your Card and PIN, or either one of them, has been lost, stolen, or used without your permission. Telephoning is the best way to reduce the associated inconvenience of fraud losses.

If you permit someone else to use your Card, you are liable for any transactions made by that person, even if that person exceeds the authority you have given them. You must give us notice, in writing, if you revoke any such authorization.

You agree to assist us in our attempts to recover any losses from unauthorized Card users and to assist in their prosecution.

### **DOCUMENTATION OF TRANSACTIONS AND NOTIFICATION OF ERRORS**

All your purchase transactions originated by your Debit Card will be reflected on your statement. You agree to inspect such statements and to notify us immediately of any erroneous, improper or unauthorized entry.

## **VI HOW TO CONTACT US**

Telephone us at **1-800-EASTERN** (327-8376) Monday through Friday between 7 a.m. and 8 p.m., or Saturday between 9 a.m. and 3 p.m.

Write to us at:

#### **Customer Service Center**

Eastern Bank  
P.O. Box 391  
Lynn, MA 01903-0491.

*This page intentionally left blank.*



Member FDIC  
EBRET-4100 (7/21)



# Amendment to the Business Deposit Account Agreement (Dated October 1, 2021)

Effective **July 1, 2022**, Eastern Bank will no longer be charging Sustained Overdraft Fees to business checking customers whose accounts remain overdrawn for five (5) consecutive days.

The following parts of **Section I General Rules for Deposit Accounts of Eastern Bank's Business Deposit Account Agreement** is amended as follows to remove reference to Sustained Overdraft Fees:

## Overdrafts

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We use your available balance to determine whether you have enough money in your account to pay an item when it is presented for payment. If your available balance is insufficient to pay an item when it is processed and posted in the order set forth above, we may, in our sole discretion, pay the item (creating an overdraft) or return the item unpaid (NSF). If you overdraw your account, you must immediately pay all fees, overdrafts and other amounts you owe us. These amounts may be paid out of any subsequent deposit to your account (including deposits of payroll and government benefits). We may charge you an Overdraft Fee if we pay an item that exceeds your available balance. We may charge you a Returned Item (NSF) Fee if we return an item unpaid due to an insufficient available balance.

Please be aware that merchants and other third parties sometimes re-submit items that we return unpaid. Each re-submission constitutes a separate item. You agree that if any transaction is submitted for payment again after having previously been returned unpaid by us, an Overdraft Fee or NSF Fee may be assessed each time the transaction is submitted for payment and your available balance is insufficient to pay the item.

The amount of our Overdraft Fees and NSF Fees are disclosed in our **Business Banking Fee Schedule**.

If you have any questions contact us at **1-800-EASTERN (327-8376)**



Member FDIC

EBM-AMEND-B3 (7/22)

