



PERSONAL AND BUSINESS BANKING

# Account Agreements and Disclosures

CAMBRIDGE  
— TRUST —

PRIVATE BANKING WEALTH MANAGEMENT

# Table of Contents

|   |                   |
|---|-------------------|
| Personal Banking Account Disclosures      | <b>3</b>          |
| Personal Accounts                         | <b>4</b>          |
| Rules and Regulations                     | <b>12</b>         |
| Funds Availability Disclosure             | <b>21</b>         |
| Personal Banking Fee Schedule             | <b>23</b>         |
| Electronic Banking Agreement              | <b>24</b>         |
| Online Banking Agreement & Disclosure     | <b>32</b>         |
| Business Banking Account Disclosures      | <b>43</b>         |
| Business Accounts                         | <b>44</b>         |
| Rules and Regulations                     | <b>52</b>         |
| Business Banking Fee Schedule             | <b>62</b>         |
| Business Online Banking Service Agreement | <b>63</b>         |
| Privacy Notice                            | <b>71</b>         |
| How to Contact Us                         | <b>Back Cover</b> |

## PERSONAL BANKING ACCOUNT DISCLOSURES AND RULES & REGULATIONS

**This disclosure contains important information about your account. Save it for future reference. Please consult our rate sheet, speak with a Client Service Advisor, visit our website (CambridgeTrust.com), or telephone our PrivateLINE at (617) 254-BANK (2265) or (800) 876-6406 for current interest rates and Annual Percentage Yields.**

This agreement contains the rules and regulations governing deposit accounts at Cambridge Trust Company ("Bank"). As an owner of a Cambridge Trust Company deposit account, you agree to be bound by this Agreement, and other terms and conditions contained in the Personal Banking Fee Schedule, Electronic Banking Agreement, Account Disclosures, applicable Deposit Account Agreement, and all applicable state and federal laws and regulations.

### ACCOUNT DISCLOSURES FOR ALL ACCOUNTS:

**Interest Rate and Annual Percentage Yield:** The interest rate and annual percentage yield on all interest-bearing accounts (except for the Fixed Rate Certificate of Deposit) are variable and may change without notice at any time at the discretion of the Bank.

**Interest Calculation and Posting:** On all interest-bearing accounts, we use the daily balance method to calculate the interest. This method applies a daily periodic rate to the collected balance in the account, plus accrued interest, each day. For Certificates of Deposit, the daily periodic rate is applied to the ledger balance. For all interest-bearing accounts, interest is compounded daily and credited to your account monthly. Account must be open on date interest is credited to be eligible to receive accrued interest.

#### When Your Deposit Begins to Earn Interest:

**Certificates of Deposit:** If your account is a certificate of deposit, your deposit will begin to earn interest on the day of deposit.

#### All Other Accounts

**Cash and Items Drawn on Cambridge Trust Company:** Cash and items drawn on a Cambridge Trust Company account begin to earn interest on the day of the deposit. (Refer to our *Funds Availability Disclosure* within this brochure for determining the day of deposit.)

**Deposits of Items Drawn on Other Financial Institutions:** Deposits of items drawn on other financial institutions will begin to earn interest on the day we receive the credit, generally the first business day after the day of deposit.

Deposits made on Saturday or Sunday will be considered to have been made on Monday, or Tuesday if Monday was not a business day. (Refer to our *Funds Availability Disclosure* within this Booklet for determining the day of deposit.)

## PERSONAL ACCOUNTS

| PERSONAL ACCOUNT TYPE             | RATE INFORMATION* |                               |                             | BALANCE REQUIREMENTS              |  |  | ACCOUNT LIMITATIONS     | ADDITIONAL INFORMATION  |
|-----------------------------------|-------------------|-------------------------------|-----------------------------|-----------------------------------|--|--|-------------------------|---|
| Account                           | Interest Rate     | Annual Percentage Yield (APY) | Minimum Balance to Earn APY | Minimum to Open Account           | Minimum Balance to Avoid Monthly Maintenance Fee   | Monthly Maintenance Fee                                  | Transaction Limitations | Fee and Other information   |
| Premium Plus Relationship Account | ___%              | ___%                          | \$0.01                      | None in an office<br>\$500 online | \$25,000 Combined Average Monthly Balance. You may link all related personal deposit accounts for which you have direct ownership to count toward the balance required to waive the Monthly Maintenance Fee. | \$25<br>Waived for the first two months                  | None                    | Unlimited ATM Surcharge Refunds <sup>4</sup> . Premium Plus Relationship Account includes complimentary standard checks. No fees for Treasurer's check and money orders. Paper Statement Instruction Fee does not apply. Monthly Maintenance Fee is waived with Cambridge Trust first mortgage, please speak with your client advisor. Refer to our <i>Personal Banking Fee Schedule</i> within this brochure for information about fees.                         |
| Premium Relationship Account      | ___%              | ___%                          | \$0.01                      | None in an office<br>\$500 online | \$10,000 Combined Average Monthly Balance. You may link all related personal deposit accounts for which you have direct ownership to count toward the balance required to waive the Monthly Maintenance Fee. | \$18<br>Waived for the first two months                  | None                    | ATM Surcharge refunds are limited to \$15 <sup>5</sup> . Premium Relationship Account includes complimentary first order standard checks. No fees for Treasurer's check and money orders. Paper Statement Instruction Fee does not apply. Refer to our <i>Personal Banking Account Fee Schedule</i> within this brochure for information about fees.  |
| Access Checking                   | N/A               | N/A                           | N/A                         | None in an office<br>\$500 online | \$5,000 in Combined Average Monthly Balance. You must also enroll in Online Banking and enroll and receive eStatements.  | \$12<br>Waived for the first two months                  | None                    | Subject to other banks' ATM surcharges. Refer to our <i>Personal Banking Account Fee Schedule</i> within this booklet for information about fees.   |
| Access Checking for Students      | N/A               | N/A                           | N/A                         | None in an office<br>\$500 online | \$5,000 in Combined Average Monthly Balance. You must also enroll in Online Banking and enroll and receive eStatements.  | \$12<br>Waived for the first five years                  | None                    | Subject to other Banks' ATM surcharges. Verification in a 2 or 4 year college required. Refer to our <i>Personal Banking Fee Schedule</i> within this brochure for information about fees.  |
| Value Checking                    | N/A               | N/A                           | N/A                         | None in an office<br>\$500 online | None   | \$9.95<br>Waived with direct deposit per statement cycle | None                    | Refer to our <i>Personal Banking Fee Schedule</i> within this brochure for information about fees.  |
| Youth/Senior (18/65) Accounts     | N/A               | N/A                           | N/A                         | None                              | None   | None   | None                    | If you notify the Bank that you qualify for these special terms because you are 18 and under or 65 or over, you will be entitled to each of these products – One Personal Statement Savings account with no minimum balance requirement, no Monthly Maintenance Fee, and one Value Checking account with no qualifying direct deposit requirement to avoid the Monthly Maintenance Fee. Insufficient funds or overdraft paid fee will be reduced to \$5 per item. |

## PERSONAL ACCOUNTS

| PERSONAL ACCOUNT TYPE           | RATE INFORMATION*                 |                                   |                                     | BALANCE REQUIREMENTS    |  |                         | ACCOUNT LIMITATIONS   | ADDITIONAL INFORMATION  |
|---------------------------------|-----------------------------------|-----------------------------------|-------------------------------------|-------------------------|--|-------------------------|---|---|
| Account                         | Interest Rate                     | Annual Percentage Yield (APY)     | Minimum Balance to Earn APY         | Minimum to Open Account | Minimum Balance to Avoid Monthly Maintenance Fee   | Monthly Maintenance Fee | Transaction Limitations   | Fee and Other Information   |
| Private Banking Checking        | N/A                               | N/A                               | N/A                                 | None                    | None   | None                    | None  | <p>Private Banking Checking complements wealth management services, please inquire with Office Manager for more details. No wire fees. Unlimited ATM Surcharge Refunds<sup>4</sup>. Private Banking Checking includes complimentary standard checks. No fees for Treasurer's check and money orders. Refer to our <i>Personal Banking Fee Schedule</i> within this booklet for information about fees.</p>  |
| Private Banking Money Market    | ____%<br>\$10 to<br>\$99,999.99   | ____%<br>\$10 to<br>\$99,999.99   | ____%<br>\$100,000.00<br>and above  | \$10                    | None   | None                    | None  | <p>Private Banking Money Market complements wealth management services, please inquire with Office Manager for more details. No wire fees. Unlimited ATM Surcharge Refunds<sup>4</sup>. Paper Statement Instruction Fee does not apply. Refer to our <i>Personal Banking Fee Schedule</i> within this brochure for information about fees.</p>  |
| Personal Concierge Money Market | ____%<br>\$0.01 to<br>\$39,999.99 | ____%<br>\$0.01 to<br>\$39,999.99 | ____%<br>\$40,000 to<br>\$5,000,000 | \$0.01                  | None<br><br>\$40,000 Average Daily Balance.<br>The average daily balance is calculated by adding the principal in the account each day of the period and dividing that figure by the number of days in the period. | \$35                    | You may make up to a limit of six third-party withdrawals or transfers to another account (a combination of checks or transfers to another account and preauthorized payments) from your account during each statement cycle. If you exceed your transaction limit twice during a five-month period, or more than an occasional basis, we will convert your Personal Concierge Money Market Account to a Value Checking Account. Please refer to the <i>Value Checking Account disclosure</i> . | <p>Maximum balance is \$5,000,000. Excess Activity Fee of \$10 for each transaction that exceed the limit of six third-party withdrawals or transfers to another account (a combination of checks or transfers to another account and preauthorized payments) from your account during each statement cycle. Paper Statement Instruction Fee does not apply. Refer to our <i>Personal Banking Fee Schedule</i> within this brochure for information about fees.</p> |
| Personal Money Market           | ____%                             | ____%                             | \$2,500                             | None                    | \$2,500 Daily  | \$7                     | You may make up to a limit of six third-party withdrawals or transfers to another account (a combination of checks or transfers to another account and preauthorized payments) from your account during each statement cycle. If you exceed your transaction limit twice during a five-month period, or more than an occasional basis, we will convert your Personal Money Market Account to a Value Checking Account. Refer to the <i>Value Checking Account disclosure</i> .                  | <p>Excess Activity Fee of \$10 per check over six per statement cycle. \$1 Service Fee for each transaction at non-Cambridge Trust ATMs. Refer to our <i>Personal Banking Fee Schedule</i> within this brochure for information about fees.</p>   |

## PERSONAL ACCOUNTS

| PERSONAL ACCOUNT TYPE      | RATE INFORMATION*   |   |                             | BALANCE REQUIREMENTS                |  |                         | ACCOUNT LIMITATIONS   | ADDITIONAL INFORMATION   |
|----------------------------|---|---|-----------------------------|-------------------------------------|--|-------------------------|---|--|
| Account                    | Interest Rate   | Annual Percentage Yield (APY)   | Minimum Balance to Earn APY | Minimum to Open Account             | Minimum Balance to Avoid Monthly Maintenance Fee | Monthly Maintenance Fee | Transaction Limitations   | Fee and Other Information  |
| Personal Statement Savings | ____%   | ____%   | \$0.01                      | None in an office<br>\$250 online   | \$250 Daily                                      | \$3                     | You may make up to a limit of six third-party withdrawals or transfers to another account (a combination of checks or transfers to another account and preauthorized payments) from your account during each statement cycle. If you exceed your transaction limit twice during a five-month period, or more than an occasional basis, we will convert your Personal Statement Savings Account to a Value Checking Account. Refer to the <b>Value Checking Account disclosure</b> . | <b>Excess Activity Fee of \$1 per withdrawal over three per statement cycle. \$1 Service Fee for each transaction at non-Cambridge Trust ATMs. Refer to our <i>Personal Banking Fee Schedule</i> within this booklet for information about fees.</b> |
| IRA Statement Savings      | ____%   | ____%   | None                        | None                                | None   | None                    | None  | <b>None</b>  |
| Health Savings Account     | ____%   | ____%   | N/A                         | N/A                                 | N/A  | None                    | None  | <b>None</b>  |
| Premium Savings            | <b>Tier 1</b> ____%<br>Each day the collected balance is \$100,000 or more.       | <b>Tier 1</b> ____%<br>Each day the collected balance is \$100,000 or more.       |                             |                                     |  |                         |   |  |
|                            | <b>Tier 2</b> ____%<br>Each day the collected balance is \$50,000 to \$99,999.99. | <b>Tier 2</b> ____%<br>Each day the collected balance is \$50,000 to \$99,999.99. |                             |                                     |  |                         |   |  |
|                            | <b>Tier 3</b> ____%<br>Each day the collected balance is \$10,000 to \$49,999.99. | <b>Tier 3</b> ____%<br>Each day the collected balance is \$10,000 to \$49,999.99. | \$2,500                     | None in an office<br>\$2,500 online | \$2,500 Daily                                    | \$7                     | You may make up to a limit of six third-party withdrawals or transfers to another account (a combination of checks or transfers to another account and preauthorized payments) from your account during each statement cycle. If you exceed your transaction limit twice during a five-month period, or more than an occasional basis, we will convert your Premium Savings Account to a Value Checking Account. Refer to the <b>Value Checking Account disclosure</b> .            | <b>\$1 Service Fee for each transaction at non-Cambridge Trust ATMs. Refer to our <i>Personal Banking Fee Schedule</i> within this booklet for information about fees.</b>   |
|                            | <b>Tier 4</b> ____%<br>Each day the collected balance is \$2,500 to \$9,999.99.   | <b>Tier 4</b> ____%<br>Each day the collected balance is \$2,500 to \$9,999.99.   |                             |                                     |  |                         |   |  |
|                            | No interest is earned for balances less than \$2,500.                             | No interest is earned for balances less than \$2,500.                             |                             |                                     |  |                         |   |  |

## PERSONAL ACCOUNTS

| PERSONAL ACCOUNT TYPE                | RATE INFORMATION* |                               |               |  | BALANCE REQUIREMENTS  |  | ACCOUNT LIMITATIONS  | ADDITIONAL INFORMATION   |
|--------------------------------------|-------------------|-------------------------------|---------------|--|---|--|--|--|
| Account                              | Interest Rate     | Annual Percentage Yield (APY) | Maturity Date | Minimum Deposit  | Compounding   | Transactions Limitations   | Renewal  | Fee and Other Information  |
| Fixed Rate Certificate of Deposit    | ___%              | ___%                          | ___           | \$1,000<br>\$500 for Individual Retirement Account Certificate | Interest is compounded daily and credited to your account monthly, from the date your account is opened to the date of withdrawal.  | After certificate is opened you may not make any deposits. If a withdrawal of principal is made before the maturity date, an early withdrawal penalty will be imposed. See <b>Certificate of Deposit</b> section in this booklet for early withdrawal penalties.   | We will notify you at least twenty (20) days prior to maturity. We will ask you to instruct us by mail or in person regarding the action you wish us to take when your certificate matures. You may renew, withdraw, or transfer the certificate to another account. Because the Bank does not know what the APY will be at the time of maturity, please visit <b>CambridgeTrust.com</b> or call <b>617-254-2265</b> or <b>800-876-6406</b> to obtain current rates. The certificate will renew automatically at maturity unless we receive prior instructions. You have a grace period of ten (10) calendar days during which you may change your renewal option without incurring an early withdrawal penalty. During the grace period interest will be earned at the rate in effect at maturity of the certificate. If you close your certificate during the grace period, interest accrued during the grace period will not be paid. The interest rate and APY at renewal may be different from the interest rate and APY on the original certificate. | <b>You may withdraw interest at any time after it is credited to your account. However, in order to obtain the current APY you must allow all interest earned to remain on deposit until the maturity of the certificate. A withdrawal of interest will reduce your earnings. Periodically, the Bank may offer special fixed rate certificates with a higher deposit with money not currently on deposit at Cambridge Trust Company. Please see a bank representative for details.</b> |
| Variable Rate Certificate of Deposit | ___%              | ___%                          | ___           | \$1,000<br>\$500 for Individual Retirement Account Certificate | Interest is compounded daily and credited to your account monthly, from the date your account is opened to the date of withdrawal. Interest and APY are variable at the discretion of the Bank, and may change at any time. | After certificate is opened you may make any deposits into the certificate without changing the maturity date. If a withdrawal of principal is made before the maturity date, an early withdrawal penalty will be imposed. See <b>Certificate of Deposit</b> section in this booklet for early withdrawal penalties. | We will notify you at least twenty (20) days prior to maturity. We will ask you to instruct us by mail or in person regarding the action you wish us to take when your certificate matures. You may renew, withdraw, or transfer the certificate to another account. Because the Bank does not know what the APY will be at the time of maturity, please visit <b>CambridgeTrust.com</b> or call <b>617-254-2265</b> or <b>800-876-6406</b> to obtain current rates. The certificate will renew automatically at maturity unless we receive prior instructions. You have a grace period of ten (10) calendar days during which you may change your renewal option without incurring an early withdrawal penalty. During the grace period interest will be earned at the rate in effect at maturity of the certificate. If you close your certificate during the grace period, interest accrued during the grace period will not be paid. The interest rate and APY at renewal may be different from the interest rate and APY on the original certificate. | <b>You may withdraw interest at any time after it is credited to your account. However, in order to obtain the current APY you must allow all interest earned to remain on deposit until the maturity of the certificate. A withdrawal of interest will reduce your earnings.</b>  |

1 You may incur a surcharge when using other bank's ATMs. Cambridge Trust is a member of the SUM Network Program. Additional ATM surcharges will not be imposed by Cambridge Trust to customers who use their cards at other SUM designated locations. ATM Surcharge fees you receive from using other banks' ATMs will be refunded for Premium Plus Relationship, Private Banking Checking and Private Banking Money Market or up to \$15 per statement cycle for Premium Relationship.

\* Rates are effective as of

.20 and are subject to change.

## CERTIFICATE OF DEPOSIT

### FIXED RATE CERTIFICATE OF DEPOSIT

| Term                         | Early Withdrawal Penalty   |
|------------------------------|--|
| 30 Days but less than 1 Year | Loss of an amount equal to three months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the certificate  |
| 1 Year but less than 2 Years | Loss of an amount equal to six months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the certificate    |
| 2 Years or more              | Loss of an amount equal to twelve months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the certificate |

### VARIABLE RATE CERTIFICATE OF DEPOSIT

| Term | Early Withdrawal Penalty   |
|------|--|
| Any  | Loss of an amount equal to twelve months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the certificate |

## RULES & REGULATIONS

### DEPOSIT ACCOUNT AGREEMENT

#### PERSONAL DEPOSIT ACCOUNT AGREEMENT

**GENERAL AGREEMENT.** The terms "you" and "your" refer to the depositor (whether joint or individual) and the terms "we," "us" and "our" refer to the financial institution. The acronym "NOW" means Negotiable Order of Withdrawal. You understand the following Account Agreement ("Agreement") governs your account with us. Your account is also governed by other applicable documents, such as the Truth In Savings Account Disclosure and Privacy Policy, and where applicable, the Funds Availability Policy and Electronic Funds Transfer Agreement and Disclosure ("Disclosures"), which are incorporated by reference. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

**GENERAL RULES.** The following rules apply to all types of accounts:

- Deposits.** Deposits may be made in person, by mail, or in another form and manner as agreed by us at our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular instruments as deposits. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid. In addition, you are liable to us for all costs and expenses related to the collection of any or all of that amount from you. Funds deposited to your account are available in accordance with the Disclosures.
- Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items

to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit or return of deposited items, or for any damages resulting from any of those actions.

- Set-offs and Liens.** We may set-off funds in your account and any other accounts held by you, jointly or individually, to pay any debt you may owe us; this includes any item(s) that we have cashed for you that are returned to us unpaid. If the account is a joint account, we may offset funds for the debt of any one of the owners. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.
- Claims.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.
- Expenses.** You agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your account without prior notice to you.
- Dormant/Inactive Accounts.** You understand that if your account is dormant or inactive, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.
- Joint, Trust, Fiduciary and Custodial Accounts.** You acknowledge that if your account is set up as a joint, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.
- Joint Account.** If this is a joint account, all deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

**9. Joint Account With/Without Right of Survivorship.** If this is a joint account with right of survivorship, on the death of one of the account holders, that person's interest in the account immediately vests in the surviving joint account holder(s) as their separate property. If this is a joint account without right of survivorship and we receive written notice of the death of a joint account holder, we may freeze the account until we receive satisfactory evidence as to the disposition of the account.

**10. In Trust For Account.** If this account is noted as an In Trust For account, the trustee(s) may change the named beneficiary(ies) at any time by a written direction to us. The trustee(s) reserves the right to withdraw all or part of the deposit at any time. Such payment or withdrawal shall constitute a revocation of the trust agreement as to the amount withdrawn. The beneficiary(ies) acquires the right to withdraw only if: (i) all of the trustees die, and (ii) the beneficiary is then living. The beneficiary(ies) is only entitled to the amount that is in the trust after all of the trustee(s)'s outstanding checks and debits have been paid. If all of the beneficiaries predecease the trustee(s), the named beneficiary(ies)'s death shall terminate the trust, and title to the money that is credited to the trust shall vest in the trustee(s). If two or more beneficiaries are named and survive the death of all of the trustees, such beneficiaries will own this account in equal shares without right of survivorship, unless otherwise indicated. If the primary beneficiary predeceases the owner(s), when two or more contingent beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without the right of survivorship, unless otherwise indicated. Named beneficiaries are assumed to be primary unless indicated as contingent.

**11. Custodial Account.** A custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers/Gifts to Minors Act must be opened in the name of a custodian "as custodian for (name of minor)" under the Uniform Transfer to Minors Act. There may be only one custodian and one minor as beneficiary for each minor account.

**12. Power of Attorney.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

**13. Fees, Service Charges and Balance Requirements.** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures.

**14. Non-Sufficient Funds and Overdrafts.** If your account lacks sufficient funds to pay a check, preauthorized transfer, or other debit activity presented for payment as determined by the available balance or actual balance in your account, we may (1) return the item, or (2) pay the item at our discretion.

**Available Balance.** The available balance is the amount of funds that you have in your account to spend without incurring an overdraft fee. The available balance reflects pending credits or debits and transactions and checks that have not yet cleared your account. For example, you have \$100 in your account and spend \$25 on groceries. The \$25 may show as a pending transaction, and your available balance is \$75. If you spend more than the available balance, then you may incur an overdraft fee.

**Current Balance.** The current balance is the total amount of funds in your account and does not reflect any pending credits or debits, transactions, or checks that have not cleared your account. For example, you have \$100 in your account and spend \$25 on groceries. The \$25 may show as a pending transaction, but the \$100 is your actual account balance and the amount you can spend before you incur an overdraft fee.

If we return the item without paying it, we may charge you a non-sufficient funds fee. If we do pay the item on your behalf, you will be responsible to pay the overdrawn balance and an overdraft fee. If applicable, overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Our handling of these items may subject your account to a fee as disclosed in the Personal Banking Fee Schedule and Personal and Business Account Agreements and Disclosures. We will process checks and other debit items in the order identified in your Truth In Savings disclosure if one has been provided.

Please refer to the *Overdraft Services Consent Form* for more information about overdrafts and our standard overdraft policies, if applicable, and refer to your Truth In Savings disclosure for more information about our overdraft privilege policy.

**15. Amendments and Alterations.** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

**16. Notices.** You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied.

**17. Certified Beneficial Owner Information.** If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

**18. Telephone and Electronic Communication.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**19. Online or Mobile Services.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**20. Closing Account.** We may close the account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you are entitled. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

**21. Transfers and Assignments.** You cannot assign or transfer any interest in your account unless we agree in writing.

**22. Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state in which the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law.

**23. ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**Provisional Payment.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Funds Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

**International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the international ACH transaction will not be available to you until it passes final verification.

**24. Stop Payments.** If you request us to stop payment on a check you have written or on an electronic funds transfer (EFT) debit transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Requests to stop all future payments on an EFT debit transfer may require additional documentation to be supplied to us. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect for 6 months or until we receive written revocation of the stop payment, whichever occurs first. A stop payment on an EFT debit transfer will remain in effect until we receive a withdrawal of the stop payment request or the return of the debit entry(ies), whichever occurs first. You may be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. Written communication includes communication by electronic record.

**25. Checks.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met. You are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**26. Electronic Checks.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes.

**27. Substitute Checks.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s).

**28. Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for

payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**29. Check Safekeeping.** If you can write checks on your account and utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period, or as required by law. At your request, we will provide without charge up to 25 canceled instruments or legible copies of the fronts and backs thereof per calendar year. Additional copies may be subject to a fee, as indicated in the Schedule of Fees or Disclosures. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**30. Statements.** If your account is a Checking, NOW, Money Market, or Statement Savings account, we will provide you with a periodic statement showing the account activity. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us, you will have no claim against us. However, if the discrepancy is the result of an electronic funds transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it, or have supplied us with an incorrect address, we may stop sending your statements until you specifically make a written request that we resume sending your statements and you supply us with a proper address.

**31. Signatures.** Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature, as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks and other items are processed automatically, i.e., without individual review of each check or item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing checks and other items, i.e., without individual review of each check or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**32. Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required," "must be presented within 90 days" or "not valid for more than \$1,000."

**33. No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

## ACCOUNT SPECIFIC PROVISIONS

In addition to the General Rules, the following rules apply to specific types of accounts:

### CHECKING AND NOW ACCOUNTS

**Checking Accounts.** If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the Truth in Savings Disclosure.

**Withdrawals.** Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

**Withdrawal Notice Requirements.** If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

### MONEY MARKET AND SAVINGS ACCOUNTS

**Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

**Regulation D Transaction Limitations.** Federal regulation restricts the number of transfers or withdrawals you can make on a Money Market Account and Savings Account and requires compliance with these restrictions. You understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures. Certain transfers or withdrawals will count toward the transaction limitations.

**Transfers or Withdrawals Subject to Transaction Limitations.** This transaction limitation includes transfers or withdrawals made to a third-party if made by: phone, fax, computer, check, debit card, ACH, bill payments, or automatic transfers. The transaction limitation also includes transfers or withdrawals made to another account that you have with us if made by: phone; fax; computer; debit card; ACH; bill payments; or automatic transfers, including transfers for overdraft protection purposes.

**Transfers or Withdrawals Not Subject to Transaction Limitations.** There is **no limit** on the number of transfers or withdrawals between the accounts you have with us if made by: mail, messenger, ATM, in person, or to repay a loan that you have with us.

If these restrictions are violated, we may be required to close your account, take away your ability to transfer funds, or convert the account to a checking or other transaction account.

### CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

**Account Terms.** The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. The APY assumes interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

**Withdrawal Prior to Maturity.** You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures in this brochure.

**Additional Deposits During the Term.** No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures in this brochure.

**Early Withdrawal Penalty.** Unless provided otherwise in the Disclosures in this brochure, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the Disclosures in this brochure.

**Renewal.** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. The grace period following a maturity date is ten (10) calendar days.

**Single Maturity.** Single Maturity Certificates will not automatically renew at maturity. The Disclosures in this brochure describes our policy concerning the account's status following the maturity date. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

## UNDERSTANDING YOUR ACCOUNT

### INDIVIDUAL ACCOUNT

An account opened by one person who does not intend to create any survivorship rights in any other person.

### JOINT ACCOUNT

An account opened in the names of two people. You agree with each other and with the Bank that all moneys that may be deposited to the joint account shall belong to the signers jointly, but either of the signers may draw against the account in his or her name only. Upon the death of either, the balance remaining on deposit shall belong to the survivor and may be drawn upon by that survivor, no matter to what extent the account may have been drawn against by said survivor during the life of the other. The joint owners or, in the case of the death of the other, the survivor agree to protect the Bank against all liability or expense which we may incur in connection with said account or any litigation regarding it. You authorize the Bank in the case of the death of either joint owner to take such steps and retain such portion of said account as may be sufficient to protect us against any liability, penalty, or loss on account of any present or future law. In the case of there being any indebtedness or liability of either or both of the owners of a joint account, or any outstanding note of either or both of the owners due the Bank or to become due the Bank, we are authorized to charge up against said joint account and deduct from any balance any indebtedness, liability, or note. This provision is intended to include any liability of the owners whether incurred jointly or individually, or as endorsers, sureties, or guarantors for others.

### SUB-ACCOUNT RULES

Checking accounts will be divided into two sub-accounts: a transaction sub-account and a savings sub-account. This modification is made solely for internal Bank purposes and will not affect the use of your account in any way. All of the Bank's rules, regulations and disclosures will continue to apply to your account as a whole, without reference to the sub-accounts.

All deposits and withdrawals you make will be posted to the transaction sub-account. You will not have direct access to the savings sub-account. The savings sub-account is a holding account into which the Bank may transfer funds that exceed the amount needed to satisfy the checks, electronic funds transfers and other debits that the Bank estimates will be posted to your account. The Bank will transfer funds back to the transaction sub-account periodically as needed to make funds available to pay debits to your account.

### COMBINED BALANCE RULES

The Bank allows you to link personal deposit accounts for purposes of combining balances to satisfy minimum balance requirements to waive the Premium Plus Relationship, Premium Relationship and Access Checking account monthly maintenance fees.

- Purpose-** Account linking is made by the Bank solely for purposes of aggregating account balance information when determining the minimum balance maintained during the statement period.
- Authorization-** You authorize the Bank to link qualifying deposit accounts for purposes of satisfying the minimum balance requirements of your linked checking accounts.
- Qualifying Accounts-** Only accounts in which you have direct ownership (Sole or Joint accounts) may be linked.
- Linked Accounts-** Other accounts with minimum balance requirements that are linked to a checking account that has a combined balance feature are subject to the minimum balance requirement, fees imposed and other terms and conditions of such account.

**• Combined Balances-** To determine the combined monthly average balance in your account, the account being analyzed for fees will use its monthly average balance as of the last day of the statement cycle, and linked account(s) average balances from the prior business day for determining total combined balances.

**• Negative Balances-** If a negative balance occurs in any of your linked accounts during the applicable cycle period, the monthly average combined balance will be reduced and will affect your balance required to waive the monthly maintenance fee.

## MANAGING YOUR ACCOUNT

### DEPOSITS

We will accept deposits from you and make the funds available to you as set forth in the *Funds Availability Disclosure*. If a deposited item is returned to us for any reason, we will reduce your account balance by that amount. We may assess a "Deposited item returned unpaid" fee. We have the right to refuse to accept any deposit from you for any reason.

If, in connection with pre-authorized credit, we deposit any amount to your account which in turn must be returned for any reason, you authorize us to deduct the amount of our liability from this account or from any other account you have with us.

Cambridge Trust will not accept a substitute check, as defined within Federal Reserve banking regulation CC, for deposit to any account without a prior written agreement with the Bank expressly allowing for the depositing of these instruments except in the case where the item is re-presented for deposit after having been returned by the paying bank.

### WITHDRAWALS

#### Conditions Imposed on Withdrawals

We may refuse to pay a check or withdrawal request if the amount of money requested is not yet available for withdrawal. We may refuse a withdrawal request if any document or identification that we require or that the law requires in connection with the withdrawal has not been presented to us. We may also refuse a withdrawal request if it exceeds the daily limit for an ATM withdrawal, POS or debit card purchase, a debit card cash advance, or the limit established in conjunction with an Access Device.

#### Check and Deposit Ticket Printing Charges

We will charge a fee directly to your account for printing checks and deposit tickets. These charges will vary depending on the style you choose and are subject to change at any time without notice.

#### Fee for Early Closing of Any Transaction Account

We may assess a fee to close an account that has been open less than six months.

#### Dormant Accounts

If there is no activity (Massachusetts 3 years, New Hampshire 5 years) and you have not contacted us about your account for the period of time prescribed by state law, your account may be considered abandoned property, and must be turned over to the state authority in which you reside. We will attempt to notify you in writing at least 60 days prior to turning over the account to the state. Such notification will include instructions on how you may prevent remittance of the funds to the state authority. An escheatment fee may be charged for the processing of abandoned property to the state authority.

#### IRS Reporting

We report primary account name and tax identification number information to the IRS. The IRS requires that primary account names and tax identification numbers match their records. If they do not, we may be required to subject you to federal backup withholding.

#### Account Assignment and Transfer

The assignment of a personal checking account is prohibited and will not be recognized. Personal savings and money market accounts are not negotiable and are not transferable except on the books of the Bank. Personal savings and time deposit accounts may be assigned as collateral for

a loan by the Bank, but an assignment will not be effective unless in a form acceptable to and acknowledged by the Bank.

### Amendments and Termination

We may change our *Personal and Business Banking Agreement and Disclosures* and the *Personal Banking Fee Schedule* at any time. If a change restricts, limits, or reduces your rights, we will give you at least 30 days' advance notice.

Either you or we may close your account at any time for any reason. If we do, we will mail you a notice and a check for the final balance less any applicable fees. This Agreement will terminate automatically whenever your account is closed.

### Checks Bearing Notations

Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Two Signatures Required," "Void over \$1,000," "Payment in Full," and the like) whether on the front or back, in any format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.

### Cashing Checks for Others

You should not use your account to cash checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is counterfeit). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier's checks, will be paid.

### Stale Dated Checks

You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a "stale dated" check), even if the presentation occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale dated checks or to seek your permission to pay them.

## FUNDS AVAILABILITY DISCLOSURE

**This disclosure describes when funds you deposit will be available for withdrawal.**

### DETERMINING THE AVAILABILITY OF DEPOSITS

Our policy is to make funds from your deposit of cash, checks, or wire transfers available to you no later than the first business day after the day we receive your deposit. At that time, you may withdraw your funds in cash, and we will use the funds to pay checks that you have written.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Electronic funds transfers withdrawn from another financial institution that you initiated through Cambridge Trust Company may not be available until the fifth business after the date we receive them.

### DETERMINING THE DAY OF DEPOSIT

The day of deposit is considered the day a deposit is received by a teller on a business day we are open. Every day is a business day, except Saturdays, Sundays and legal holidays.

Deposits made at ATMs after the specified time at the following locations may be considered to have been made on the next business day that we are open:

- 2 p.m. for all banking office locations, other than Kendall Square, Cambridge, MA.
- Kendall ATM 5 p.m.

If you make a deposit at any time on a Saturday, Sunday or legal holiday, the day of deposit will be considered the following business day.

## COLLECTION OF FOREIGN CHECKS

A foreign check (a check drawn on a bank outside of the United States or on a branch of a United States bank located outside the United States) is accepted on a collection basis. The funds may be withdrawn only when we have received payment for the check and have credited it to your account. At that time, fees for collection will be deducted from the amount credited to your account.

## LONGER DELAYS MAY APPLY

Longer delays may apply under the following circumstances:

- We believe a check you deposited 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 months
- There is an emergency, such as failure of communications or computer equipment

We will notify you in writing if we delay your ability to withdraw funds for any reason, and we will tell you when the funds will be available. They will generally be available no later than the fourth business day after the date of your deposit.

## SPECIAL RULES FOR NEW ACCOUNTS

If you are a new client, the following special rules may apply during the first 30 days your account is open:

- Funds from electronic direct deposits to your account will be available on the day we receive the deposits.
- Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of treasurer's, cashier's, teller's, certified, travelers and federal, state and local government checks will be available on the first business day after the day of your deposit. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will be available on the ninth business day after the day we receive your deposit.

## OVERDRAFTS

If you do not have sufficient available funds on deposit to cover the amount of a check or other transaction(s) (e.g., in-person withdrawal, automatic payment, check, preauthorized debit (ACH), transfer, or other electronic transaction), we may return the check or reject the transaction without payment. Our policy is to decline to process any ATM withdrawal and/or any individual Debit Card transaction if, at the time authorization is requested, we have a reasonable belief that your account has insufficient funds to cover the transaction. With regard to checks or other transactions, we may elect, at our sole discretion, to create an overdraft by paying a check or permitting a transaction. Note: if you make a deposit on the same day that an item or transaction creates an overdraft (a "temporary" or "intraday overdraft"), we may charge the fee for the overdraft since the covering deposit may not be posted until the end of the business day. We may also impose a fee for overdrafts created by deposited items that are returned. See our Personal Banking Fee Schedule for more information.

If we permit an overdraft or otherwise allow your account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use subsequent deposits and other credits to the account, including without limitation deposits of government, welfare, retirement and Social Security benefits, to cover any overdraft existing in your account, to the fullest extent permitted by law. Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds. Our payment of any checks or transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawning accounts.

## PERSONAL BANKING FEE SCHEDULE

The Fee Schedule is part of your Account Agreement.

### PERSONAL ONLINE BANKING

Online banking and bill payment are free of charge.

### SUM<sup>SM</sup> PROGRAM

Cambridge Trust Company is a member of the SUM<sup>SM</sup> Program. Additional ATM surcharges will not be imposed on Cambridge Trust clients who use their cards at SUM-designated ATMs. However, Cambridge Trust does impose an ATM network fee for transactions at non-Cambridge Trust Company ATMs except as noted under the Relationship Accounts and Checking Accounts section.

### INCOMING WIRE INSTRUCTIONS

#### Wire to:

Cambridge Trust Company  
1336 Massachusetts Avenue  
Cambridge, MA 02138 USA

**ABA Routing Number:** 0113-0059-5

**SWIFT Code:** CAUPUS31

#### For Credit To:

Provide client name  
and account number

### OTHER FEES

|   |                 |
|---|-----------------|
| Debit replacement card  | <b>\$5</b>      |
| Returned deposited check fee  | <b>\$6.50</b>   |
| Expedited card replacement  | <b>\$40</b>     |
| Insufficient funds - returned item fee  | <b>\$35</b>     |
| Insufficient funds - overdraft paid fee   | <b>\$35</b>     |
| Item presented against insufficient funds<br>on 18/65 account                                     | <b>\$5</b>      |
| Collection item - Canadian  | <b>variable</b> |
| Collection item - Other   | <b>\$30</b>     |
| Interim statement   | <b>\$25</b>     |
| Duplicate paper Statement Instruction,<br>monthly, per account                                    | <b>\$2.50</b>   |
| Paper Statement instruction fee<br>(Waived when you enroll in Online Banking<br>with eStatements) | <b>\$2</b>      |

|   |                                      |
|---|--------------------------------------|
| International Mailing Address Instruction<br>paper statements, monthly, per account | <b>\$5</b>                           |
| Stop Payment  | <b>\$30</b>                          |
| Treasurer's check:  |                                      |
| Client  | <b>\$5</b>                           |
| Non-client  | <b>\$7</b>                           |
| Bank money order  | <b>\$2</b>                           |
| Research: hourly fee  | <b>\$25</b>                          |
| Escheatment fee   | <b>\$100</b>                         |
| Levy/attachment processing fee  | <b>up to \$50</b>                    |
| Bill paying (per manual payment)  | <b>\$20</b>                          |
| Access to bulk storage (per visit)  | <b>\$10</b>                          |
| Wire transfer   |                                      |
| Outgoing  |                                      |
| Wire transfer domestic  | <b>\$30</b>                          |
| Wire transfer international   | <b>\$45</b>                          |
| Incoming  |                                      |
| Wire transfer   | <b>\$12</b>                          |
| International draft   | <b>\$40</b>                          |
| Account closing early<br>(within six months of opening)                             | <b>\$50</b>                          |
| Bond coupons returned unpaid  | <b>\$20</b>                          |
| Check printing  | <b>variable</b>                      |
| Coin counting   |                                      |
| \$0-\$25  | <b>Free</b>                          |
| \$26-\$100  | <b>\$5</b>                           |
| \$101-\$500   | <b>\$15</b>                          |
| Over \$500  | <b>5% of total</b>                   |
| Manual transfer   | <b>\$5</b>                           |
| MasterCard® International Assessment Fee  | <b>2% of<br/>the U.S.<br/>Dollar</b> |

# ELECTRONIC BANKING AGREEMENT

## ELECTRONIC FUNDS TRANSFER DISCLOSURE TERMS & CONDITIONS

**This disclosure includes information about your electronic funds transfers at Cambridge Trust Company and should be read in conjunction with the other disclosures contained in our Account Information packet. Please speak with a Client Service Advisor, visit our website (CambridgeTrust.com), or telephone our PrivateLINE at (617) 254-BANK (2265) or (800) 876-6406 for current interest rates and Annual Percentage Yields.**

### INTRODUCTION

The terms and conditions contained in this brochure ("Agreement") apply to any client electronic funds transfer made by you or anyone authorized by you in connection with any of your Cambridge Trust Company deposit accounts. These terms and conditions also serve as the disclosure required by the Federal Reserve Board Regulation E which implements the Electronic Funds Transfer Act (EFTA) and by Chapter 167B of the Massachusetts General Laws. These terms and conditions may also apply to any other use of an Access Device other than transfer of funds.

Please read this information carefully and save this Brochure.

### TERMS

In this agreement and disclosure:

- The words "we," "us," and "our" refer to Cambridge Trust Company ("CTC").
- The words "account" and "accounts" mean any one or more of your accounts with us, as permitted by us and specified by you, to or from which funds may be transferred by an Access Device.
- The words "you," "your," and "yours" refer to each and all authorized signers on an account held at CTC by you. "PIN" refers to your password, personal identification number, or other access code.
- An "Access Device" means an ATM or debit card, telephonic instructions, Online Banking, mobile service, or other means of access provided to you by CTC, used to initiate any electronic transfer.
- The words "transfer" and "electronic transfer" mean a transfer authorized by you, initiated by an Access Device; a preauthorized credit transfer (such as a direct deposit from an employer, the government, or others); telephone transfers, electronic payments and preauthorized debit transfers (such as preauthorized or electronic check conversion transactions, single transfers from your account(s) or transfers from your account(s) on a recurrent basis at regular intervals).
- "Accessible Account" refers to account(s) owned by you at CTC or at other financial institutions and that are approved by the Bank for access via an Access Device.

### 1. GENERAL INFORMATION

**a. Agreement.** By signing, using or authorizing use of your card or Access Device or otherwise initiating a transfer, you agree to be bound by the terms and conditions as described herein.

**b. Summary of your liability.** Tell us at once if you believe your Access Device has been used without your permission or if your card, your PIN, or both, has been lost or stolen. Telephoning is the best way to minimize your possible losses; and notice should be confirmed in writing. Your maximum liability is \$50.

However, if you fail to notify us within sixty (60) days of the first appearance on your periodic statement of an unauthorized transfer of funds, you may be liable for all unauthorized transfers made after the sixty-day period and liable for up to \$50 for unauthorized transfers made prior to that date. We must establish that we could have prevented those unauthorized transfers if you had reported the unauthorized transfers that appeared on your periodic statement within the sixty-day period.

If you do not notify us within the sixty-day period and the delay is due to extenuating circumstances such as extended travel or hospitalization, the periods for notification shall be extended to a reasonable time.

Notice to us of unauthorized use is considered given when you take whatever reasonable steps are necessary to provide us with the pertinent information. You may give notice in person, by telephone, or in writing. Written notice is considered given at the time it is delivered to us. Notice is also considered given when we become aware of circumstances that indicate that an unauthorized transfer has been or may be made.

These liability provisions apply to unauthorized Electronic Funds Transfers (EFTs) initiated by an Access Device including an Access Device with overdraft privileges if the unauthorized EFT involves an extension of credit under an agreement between you and the Bank to extend credit when an account is overdrawn. These liability provisions do not apply to unauthorized use of an Access Device when no EFTs are involved.

**c. Notifications.** If you believe that someone has transferred or may transfer money from your account without your permission and for all other notifications:

#### By Telephone:

Normal business hours: **(844) 251-4244**  
After hours: Cambridge Trust Debit card **(800) 236-2442**.  
Personal Online Banking **(800) 439-4140**.

#### By Mail:

Cambridge Trust Company  
Client Resource Center  
P.O. Box 380186  
Cambridge, MA 02238-0186.

#### By Secure Messaging:

If you use our Online Banking service, you may use the secure messaging feature.

**Do not send an email to us which includes any personally identifiable information.**

**d. Business day/business hours.** Our business days are Monday through Friday; holidays are not included. For our banking office hours, please call **(844) 251-4244** or visit our website at <https://www.CambridgeTrust.com/findlocation>.

### 2. TYPES OF TRANSFERS AND LIMITS ON TRANSFERS

Subject to monetary and other limits that we may set, we are able to process the following types of electronic funds transfer transactions (some may not apply to your account(s)). You agree that your use of your Access Device and/or PIN to enter a transaction will be an order to the Bank to debit or credit (as the case may be) the applicable account for the amount of the transaction.

#### Transfers

a. You may use your Access Device and PIN at automatic teller machines (ATMs) and other authorized facilities as follows:

1. During the hours that a Bank-owned ATM is accessible to the public, you may use your Access Device and PIN (to the extent that the law allows and that the machine is then able to perform the transaction(s)) to:

- **withdraw cash** from your accessible account(s);
- **make deposits** to your accessible account(s);
- **transfer funds** between your accessible account(s);
- **make payments on your loan** (including mortgage, installment, and Credit Reserve loans) or such other payments as the Bank may from time to time permit. You may make such payment by depositing into an ATM a payment envelope containing cash, check, or money order. Whenever a deposit or payment is made, you must deposit into the ATM a properly completed envelope.
- **check the balance** in your accessible account(s).

2. During the hours that **an ATM not owned by the Bank but one that is part of the NYCE®, Cirrus® or MasterCard® (debit cards only) networks** is accessible to the public, you may use your Access Device and PIN (to the extent that the law allows and that the machine is then able to perform the transaction(s)) to:

- **withdraw cash** from your accessible account(s);
- **check the balance** in your accessible account(s);
- **transfer funds** between your accessible account(s).

3. During the hours that a **Point of Sale (POS) terminal that is not owned by the Bank** but is part of the NYCE® and Cirrus® networks is accessible to the public, you may use your Access Device and PIN (to the extent that the law allows and that the terminal is then able to perform the transaction(s)) to:

- perform a **POS purchase** (withdrawal);
- perform a **POS return** (credit) depending on the retailer's policy.

4. If you use your Access Device and signature to pay for purchases at merchants who have agreed to accept it and to accept payments from your primary deposit account.

5. POS or signature transactions using your Access Device may only be made from your primary account.

6. The Bank will inform you in writing of any modifications to these services that apply from time to time.

b. You may authorize an electronic payment:

1. **preauthorized transfers:**

- **transfer funds** between your checking and savings accounts;
- **pay certain bills** directly from your checking and savings accounts.

2. **Electronic Check Conversion-** A paper check can be converted by a merchant or service provider into an electronic funds transfer. Your authorization to make this type of electronic funds transfer may be communicated in writing or posted by the merchant or service provider. A transfer can happen in the following ways:

- You can authorize a merchant to convert your paper check into an electronic transfer when buying goods and services;
- When you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically charge your account a fee if the check is returned to the merchant unpaid. This fee is considered an electronic transfer.

3. **receive certain automatic deposits** to your checking and savings accounts.

c. You may use PrivateLINE (our 24-hour telephone banking system) to:

- 1. **transfer funds** between your accessible account(s);

- 2. **check the balance** in your accessible account(s) or, if you have a Credit Reserve agreement with the Bank, the amount of the net payoff of that loan;

- 3. **make payments** from a deposit account to a Credit Reserve line or other accessible loan account.

d. You may use Cambridge Trust Company Online Banking Service to:

- 1. **make payments** from your designated Cambridge Trust Company checking account to any merchant that agrees to accept payments through the Service;

- 2. **make payments** on your Cambridge Trust Loan Accounts;

- 3. **transfer funds** between one or more of your Cambridge Trust Accessible Accounts via the Service.

Refer to the Cambridge Trust Company Online Banking Service Terms & Conditions found at **CambridgeTrust.com** and section 11, Special Terms & Conditions for Online Banking Service of this disclosure for additional information regarding Online Banking Service.

#### Limits on Transfers

a. To ensure security and to enforce federal and state regulations, there are certain limits on the number of transfers you may make using your Access Device. Transfers from personal savings or money market accounts to another account or third parties are limited to six per statement cycle. Please read the *Account Disclosures* regarding your specific account for details.

- b. Except as otherwise arranged/agreed, for each calendar day, the limit on withdrawals performed at an ATM or a debit Cash Advance is the lesser of \$510 or the balance in the account(s) per card issued.
- c. Except as otherwise arranged/agreed, for each calendar day, the limit on POS/cash back transactions performed at a merchant or other authorized facility who has agreed to honor the Access Device is the lesser of the standard limit of \$2,500, the Premium and Premium Plus Relationship Account limit of \$5,000, or the balance in the account.
- d. Except as otherwise arranged/agreed, for each calendar day, the limit on signature purchases performed at a merchant or other authorized facility who has agreed to honor the Access Device is the lesser of the standard limit of \$2,500, the Premium and Premium Plus Relationship Account limit of \$5,000, or the balance in the account. You agree that we will hold funds in your account equivalent to the amount of your purchases authorized until these amounts are posted to your account or until three (3) business days after the purchase, whichever is earlier.
- e. These limits may be increased temporarily for special purposes or other circumstances. You may request a lower daily limit. To do so, please contact a Client Service Advisor during normal business hours. Contact information is listed at the end of this brochure.
- f. Not all services may be available at all ATMs and other authorized facilities, and withdrawal limitations at certain ATMs and certain authorized facilities may differ.

#### 3. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

a. **Terminal transfers.** You will receive a receipt at the time you make any transfer with your card to or from your account using one of our ATMs or other authorized facilities, unless the ATM or other authorized facility experiences an electronic malfunction or if you request not to receive a receipt. However, this receipt is not final since each transaction is accepted subject to verification by us. If there is a discrepancy between the receipt and our records, our records will control. You should notify us immediately of any such discrepancy. The posting of any transaction may be delayed until the Bank's next business day.

b. **Prauthorized credits or debits.** If you have arranged to have direct deposits made to your account(s), you may contact us as instructed in **NOTIFICATIONS** under the **GENERAL INFORMATION** section to find out whether or not the deposit has been made. For Social Security payments, please call on or after the third of the month. We are not liable if we have not received the direct deposit or preauthorized debit instruction in sufficient time to process the request on its due date. We may cancel the direct deposit or preauthorized debit service you receive at any time.

c. **Periodic statements.** The Bank will provide to you a statement each month during which you perform an EFT. If you have no EFTs, the bank will provide a statement at least quarterly.

d. **Documentation as evidence.** Any photographic or mechanical reproduction of any documents relating to your account(s) or to any transaction involving such account(s) that shall indicate that an EFT has been made shall be competent evidence of such EFT and shall have the same validity as any original document(s).

e. **Provisionality of credits.** Credits made by us to your account(s) with respect to an automated clearing house credit entry are provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry; and the party making such payment to you by means of such entry shall not be deemed to have paid you the amount of such entry.

#### 4. STOP PAYMENT PROCEDURE AND NOTICE OF VARYING AMOUNTS

The initiation by you of certain electronic funds transfers will, except as otherwise provided in this disclosure, effectively eliminate your ability to stop payment on the transfer from your account.

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

**a. Right to stop payment and procedure for doing so.** If you have told us in advance to make regular fixed payments from your account, you can stop any of these payments. You may refuse a single payment due to a dispute over a specific amount. You may also revoke the authorization given to a company to debit your account. You must inform the originating company of your intent to revoke the authorization and stop the payment. Also:

- Contact us as instructed in **NOTIFICATIONS** under the **GENERAL INFORMATION** section, in time for us to receive your request at least three (3) business days before the payment is scheduled to be made.
- If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days of your call.
- When making oral or written orders for stop payment, you must give us the date the payment is scheduled to be made, the amount of the scheduled payment, and the payee of the scheduled payment. As set forth in our Personal Banking Fee Schedule, a fee will be imposed for each stop payment order you give.

**b. Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so in accordance with our agreement with you, we will be liable for your losses or damages.

**c. Notice of varying amounts.** If the regular payments vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

## 5. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account(s) on time or in the correct amount according to our agreement with you, we will be liable for certain of your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. if, through no fault of ours, you do not have enough money in your account to perform the transaction;
- b. if the funds in your account are subject to legal process or other encumbrances restricting such transfer;
- c. if the transfer will exceed the credit limit of your Credit Reserve agreement;
- d. if your Access Device or PIN has been damaged or canceled;
- e. if your Access Device, PIN or both have been reported lost, stolen, or used without your permission;
- f. if you fail to give proper or complete instructions for the EFT or you fail to follow proper procedures in this Agreement;
- g. if we have reason to believe that your Access Device, PIN, account, the ATM or other authorized facility or access device is being used for illegal or fraudulent activities;
- h. if the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- i. if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions we have taken; or
- j. if any other exceptions stated in our agreement(s) with you are applicable. In addition, we will not be liable for the failure of any person to honor your Access Device or PIN or for failing to complete a transaction not authorized by this agreement.

## 6. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

In order to protect your privacy, we will not disclose any information about you or your account(s) to any person, organizations, or agency except:

- a. as necessary for the completion of a transaction; or
- b. for verification of the existence and condition (including a general range of balances) of your account(s) for a credit bureau or merchant; or
- c. pursuant to a court order or lawful subpoena; or
- d. to our employees, auditors, service providers, attorneys, or collection agents in the course of their duties; or
- e. to persons authorized by law in the course of their official duties; or
- f. to a consumer reporting agency as defined in Chapter 93 of the Massachusetts General Laws; or
- g. by your written authorization which shall automatically expire 45 days after our receipt of such authorization. If an unauthorized disclosure does occur, we must inform you of the particulars no more than three (3) days after we discover the unauthorized disclosure.

## 7. ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

In case of errors or questions about electronic funds transfers, contact us as instructed in **NOTIFICATIONS** under the **GENERAL INFORMATION** section, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we send you the **FIRST** statement on which the problem or error appeared.

- a. Tell us your name and account number;
- b. Describe the error or transfer you think is incorrect, and explain clearly why you believe it is an error or why you need more information;
- c. Tell us the dollar amount of the suspected error and the date the transaction occurred.

If you notify us orally, we will require you to send us your complaint or question in writing within ten (10) business days of the date you notified us. We will tell you the results of our investigation within ten (10) business days of hearing from you.

If we need more time, however, we may take up to 45 calendar days (or 90 days for POS transactions) following the date you notified us to investigate your complaint or question. If we decide to use this additional time for our investigation, within ten (10) business days of the date you notified us, we will provisionally recredit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. We may withhold a maximum of \$50 from the amount recredited if we have reasonable basis for believing that an unauthorized EFT may have occurred.

If we ask you to put your complaint in writing and we do not receive it within ten (10) business days following your oral notification, we may not provisionally recredit your account.

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

If we find an error, we will refund any fees or charges we imposed on you as a result of the error promptly, no more than one business day thereafter. We will also notify you within three (3) business days if we do determine there was an error.

If we decide there was no error, we will send you a written explanation within three (3) business days of finishing our investigation. We will also inform you that we have debited your account for any provisionally recredited funds. We will honor checks drawn against the amount we have debited for five (5) business days following the debit to your account.

You may ask for copies of the documents we used in our investigation. For a reasonable fee to

cover our cost, we will provide you with any copies you request.

If your alleged error concerned a transfer to or from a third-party (e.g., a Social Security payment), our investigation may be limited to a review of our own records. If we decide there was no error, you may wish to contact that third-party to pursue the matter further.

(These rights apply to transactions involving any consumer deposit account(s) you may have. You have different rights concerning errors that only relate to transactions directly involving your Credit Reserve or other loan agreements.)

## 8. FEES, INTEREST, MINIMUM BALANCES

Detailed information concerning fees, minimum balances, and interest earned for particular account types is set forth in the Personal Banking Account Disclosures.

If you initiate transactions at an ATM not operated by us, a fee (surcharge) may be imposed by the ATM operator and/or the national, regional, or local network used to do the transaction, including balance inquiries.

## 9. TERMINATING THIS AGREEMENT

Either you or the Bank may terminate this agreement at any time by contacting us as instructed in **NOTIFICATIONS** under the **GENERAL INFORMATION** section.

- If you telephone us, we may request that you put your termination request in writing.
- You will no longer be able to use your card.
- You will no longer have access to Online Banking services.
- Your Access Device and the PIN are and shall remain property of the Bank; and upon request of the Bank, you will return the card to us. We have the right to refuse to issue the Access Device or to revoke the Access Device at any time without cause or notice.

## 10. PROTECTED CONSUMER USE OF ELECTRONIC FUNDS TRANSFERS

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

### a. Prohibition of compulsory use.

No person may:

- require you to use a preauthorized electronic funds transfer as a condition for the extension of credit unless the credit is being extended in connection with an overdraft checking plan or is being extended to maintain a specified minimum balance in your account, or
- require you either to accept an electronic funds transfer service or to establish an account which is assessed electronically as a condition of employment or receipt of a government benefit, or
- require you to pay electronically for the purchase of goods or services.

If your account is to be credited by a preauthorized electronic funds transfer, you may choose the financial institution to which the transfer will be made, if the institution is technically capable of receiving the transfer.

### b. Waiver of rights.

No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.

### c. Refunds.

If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic funds transfer unless it is clearly disclosed at the time of the transaction if consummated that no cash or credit refunds are given for payments made by electronic funds transfers.

### d. Suspension of obligations.

If a person agrees to accept payment by means of electronic funds transfer and a malfunction of the system prevents such transfer, your obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.

**e. Prohibited means of identification.** Your Social Security number cannot be used as the primary identification number, although it can be used as a secondary aid to identify you.

**f. Criminal liability.** Procuring or using an Access Device, PIN, or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

## 11. SPECIAL TERMS AND CONDITIONS FOR CTC ATM AND DEBIT CARDS OR ACCESS DEVICES INCLUDING ONLINE BANKING SERVICE

The following special terms and conditions are part of the Agreement between you and us with respect to your use of your CTC ATM Card and/or debit card or Access Device. In addition, certain other terms and conditions described in the **Personal and Business Banking Agreement and Disclosure** and the **Online Banking Agreement and Disclosure**, may apply to your use of the Access Device in connection with your particular account(s).

- a. As long as this Agreement is in effect, you agree to maintain with us at least one account to which your Access Device provides access. Termination of this Agreement does not terminate the account(s) which the Access Device accesses, but the closing of the last such account will terminate this Agreement simultaneously.
- b. We may provide access to all of your owned accounts to your Access Device. You may limit access to selected accounts. You agree to be responsible for ensuring authorized use of the Access Device. The Access Device is intended for your personal use only. Your use or use by anyone with actual authority or for your benefit constitutes an authorized use.
- c. For your protection your Access Device may be automatically canceled if not activated within two (2) months of issue.
- d. The use of your PIN together with your Access Device is intended to prevent it from being improperly used. In order to protect this security, **do not record your PIN. Do not tell your PIN to anyone.**
- e. The use of the Access Device to purchase goods and services at a merchant who has agreed to accept the Access Device or to withdraw cash will constitute a simultaneous withdrawal from and/or demand upon your account, even though the transaction may not actually be posted to your account until a later date. Transactions will be posted to your account in the order and with the same legal effect as checks drawn on the account.
- f. Anyone honoring the Access Device may be required to obtain approval or authorization for any transaction. The authorization will create a hold on your account for the authorized amount.
- g. Any hold placed on your account may reduce the available funds in your account so that other checks or transfers presented to us for payment may not be paid, other transfers may not be authorized, or checks may not be approved. You agree that we may take this action, and you agree to relieve us of any liability for placing a hold on your account.
- h. Any claim or defense with respect to property or services purchased with your Access Device must be handled by you directly with the merchant or other business establishment which accepts the Access Device and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make, unless your use of the Card results in an extension of credit.
- i. If a negative or overdraft balance in your account results from the use of the Access Device or from any other transfer, you agree to pay us on demand this negative balance.
- j. We have the right to change the terms of the Agreement at any time. We will notify you at least thirty (30) days before the change will take effect if it will cause you greater cost or liability or if it will limit the type or frequency of transactions you can make using the Access Device and PIN. We do not have to notify you in advance if an immediate change is necessary for security reasons.
- k. These **Terms & Conditions** are subject to any deposit agreement and are governed by Massachusetts law, except to the extent that any federal law controls. If there is any conflict between any term of this Agreement and Massachusetts or controlling federal law or regulation, that term shall be deemed to be modified to make it comply.

- l. Any notice that we send to you shall be effective when placed in the United States mail, postage prepaid, and addressed to you at your last address as indicated on our records or on the date it was made available to you if you consented to receive your deposit account statements and disclosures and notices electronically.
- m. As a condition to use the Access Device and in consideration of our allowing transfers, you agree that in the event we determine legal action to be necessary to enforce these terms and conditions, all such legal action may be maintained in the courts of the Commonwealth of Massachusetts, and you consent to waive any objection to venue in any of those courts for the purpose of determining the proper venue of any action.
- n. If we initiate any legal action to collect money owed us under this **Agreement**, including counterclaims, you agree to pay all of our costs for such action, including reasonable attorneys' fees.
- o. Foreign transactions, purchases and cash withdrawals made in a foreign country and foreign currency using your Access Device will be converted to U.S. dollars at the rate that exists on the date of exchange as determined by the foreign bank in accordance with MasterCard and Cirrus networks operating regulations and other applicable operating rules for international transactions. The conversion rate may not be the same as on the transaction date. We do not have any control over any conversion fee that may be charged by a card association.
- p. The Bank will charge a 2% fee on the U.S. dollar amount on each transaction processed outside the United States on access devices linked to a deposit account that is not a Premium Plus Relationship or Premium Relationship account.

**WARNING:** Wrongfully obtaining funds by use of an Access Device constitutes a federal offense punishable by fine or imprisonment or both. As part of the security systems for the protection of your Access Device and PIN, we may use hidden cameras and other security devices to determine who is using an Access Device at an ATM.

## ONLINE BANKING AGREEMENT AND DISCLOSURE DOCUMENT SERVICE AGREEMENT AND DISCLOSURE

By using our Online Banking Service ("Online Banking") and checking the "I agree to the terms of the Document Service Agreement and Disclosure," you are electing to receive your deposit account statements and loan account statements and certain disclosures and notices electronically ("eStatements"), and you agree that Cambridge Trust Company (CTC) may provide these communications to you in electronic form in lieu of paper form in accordance with these terms.

Please read the following agreement carefully and print and retain a copy of it for your records.

### Definitions

As used in this agreement, the words "you" and "your" refer to the individual who is identified on our records as an owner or authorized signer on the account. The words "we," "us," "our" and "CTC" refer to Cambridge Trust Company.

### The Scope of Your Consent

Your consent to electronic delivery covers the following categories of communications from us:

- Periodic and annual statements you are provided in connection with the eStatements for which we offer and you select electronic delivery, whether now or in the future.
- Disclosures that are required and may be provided on your periodic statements, including, but not limited to, the Error Resolution Notice required by the Federal Electronic Funds Transfer Act and Massachusetts General Laws Chapter 167B and the Billing Rights Statement required by the Federal Truth in Lending Act and Massachusetts General Laws Chapter 140D.
- Notices and other communications we may send to you, including, but not limited to, notices regarding changes to the terms of your account and this Service. Your continued use of the Service, including the eStatement service, following such communication will constitute your acceptance of the revised terms.

- If your account is joint with another person or persons, one of you may consent to electronic delivery and that person's election to receive eStatement shall apply to both or all of you. eStatements we send to one joint account owner shall be considered communicated to both or all owners.
- You understand that once we process your request, we will discontinue mailing printed account statements to your mailing address of record.
- You further agree to use CTC's Online Banking Services to acknowledge that consent of eStatement delivery is a requirement of the terms of the CTC's Online Banking Service and cancellation of eStatement delivery will result in the cancellation of the CTC Online Banking Service.

### How We Will Provide Electronic Statements

You must be enrolled in CTC Online Banking and provide a valid e-mail address for our notification purposes in order to access your eStatements. Each statement period we will send you an e-mail notice advising you of the availability of your eStatement. Once you receive our e-mail notice, you may then access your current eStatement at the CTC Online Banking system website. Your eStatement may be accessed for a period of up to 7 years after it is first made available to you. If an e-mail we send to your e-mail address of record is returned as undeliverable, we will attempt to contact you by telephone or U.S. mail.

### Your Right to Withdraw Consent to eStatement

You may withdraw your consent to have your statements and documents provided in electronic form at any time by selecting an alternative delivery method within the Services. Once you do so, all subsequent statements and documents will be delivered in paper format. We will not charge you a fee to process your request to withdraw your consent. However, if you have an account that requires eStatements and you withdraw your consent, any fees we may have been waiving on your account based on your agreement to electronic statement delivery will be charged subsequently. Consult your account disclosure and Fee Schedule for any fees that may then apply. You further agree that cancellation of eStatement delivery may result in the cancellation of the CTC Online Banking Service.

### Requesting a Paper Copy of a Statement

You may request a paper copy of any eStatement, check image, disclosure or notice received electronically under this agreement by writing to us at the address for notices below within seven years after we provided the statement, image, disclosure or notice to you electronically. You may be charged a fee for a duplicate copy, as described in our then current Fee Schedule.

### Software Requirements

To access CTC Online Banking and your eStatement, you must have a PC or Macintosh® computer with Internet access and browser software that supports 128-bit encryption.

You will also need Adobe® Reader® software version 5.0 or higher. You may download Adobe Reader for free at [www.adobe.com](http://www.adobe.com).

### Your Duty to Review Your eStatements

- You will receive an e-mail notifying you of the availability of your eStatement.
- You must promptly access and review your eStatement and notify us within the applicable time period specified in our Electronic Banking Agreement of any error, unauthorized transaction, or other discrepancy. The applicable time period within which you must notify us begins on the day we send you the e-mail notification, regardless of when you receive or open your eStatement.

### System Access

Access to eStatements may be unavailable at times due to scheduled maintenance, unscheduled maintenance, or system outage. In addition, both environmental and physical events may occur that may cause the system to become unavailable. We will make every reasonable effort to ensure the availability of the system. However, we are not liable for the unavailability of the system or any damage that may result from system unavailability.

### Disclaimer of Warranties

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements services provided to you under

this agreement. Except as otherwise required by law, you agree that we and our officers, directors, employees and agents are not liable for any indirect, incidental, special or consequential damages relating to your use of the eStatement services. You acknowledge that your sole and exclusive remedy in the event of your dissatisfaction is to cease use of the services.

#### **Updating Your Contact Information**

It is your responsibility to provide us with an accurate and complete e-mail address, postal address, and telephone number. You must promptly notify us of any change in your contact information. You may change your e-mail address with us through the CTC Online Banking system. You may notify us of changes to your postal address and telephone number by contacting us as described below.

#### **Contacting Us**

The best way to communicate with us about your eStatement or your account is to contact our Client Resource Center. The Client Resource Center can be reached at **(844)251-4244**, Monday through Friday, 8 a.m. - 5:30 p.m. Eastern Time or e-mail us at [crc@CambridgeTrust.com](mailto:crc@CambridgeTrust.com).

#### **CTC Right to Terminate**

We reserve the right, in our sole discretion, to discontinue providing statements to you electronically and revert to paper statements or to change the terms of this agreement at any time. We will provide you with notice of any such termination or change as required by law.

#### **Changes in Terms**

We will advise you of any changes in the terms of this agreement, either by e-mail or by U.S. mail, addressed to your address in our records. If you do not agree to the change, you may notify us to cancel your eStatement and CTC Online Banking Service.

#### **Verification of Ability to Obtain Statements Electronically**

Federal law requires that you demonstrate to us that you can access your statement, our notice or other communication in the same manner that it will be provided. Your consent to electronic delivery is indicated by checking "I agree to the terms of the Statement Service Agreement and Disclosure" within CTC Online Banking and demonstrates to us that you have the minimum hardware and software specifications described above.

By checking "I agree to the terms of the Statement Service Agreement and Disclosure," I certify that I have read the above agreement and agree to its terms. I assent to use of e-mail messages sent to the e-mail address I have supplied. I request electronic delivery of the communications listed above. I understand that CTC will discontinue mailing my statements to my address of record. I have access to a computer that meets the technical requirements set forth above, including access to a printer or the ability to download information in order to keep copies for my records. By checking "I agree to the terms of the Statement Service Agreement and Disclosure" shall operate as my original signature.

### **PRIVACY & SECURITY POLICY AND TERMS & CONDITIONS**

#### **Applicable to all Personal Deposit Accounts**

##### **This is an agreement**

Welcome to Cambridge Trust Company.

The following constitute the Terms & Conditions which apply to all personal deposit accounts you have with Cambridge Trust Company:

- Account Disclosures and Rules and Regulations; Funds Availability Disclosure
- Electronic Banking Agreement
- Fee Schedule
- Cambridge Trust Privacy Notice
- Interest rates

These things are an Agreement between you and Cambridge Trust Company and together with your electronic signature will serve as your signature card.

#### **Please read the Terms & Conditions carefully.**

By checking "I have read and agree to the Privacy & Security Policy and the Terms & Conditions," you are providing your electronic signature indicating your agreement while you hold an account with us, to the most recent version of these Terms & Conditions, which are available to you at your local Cambridge Trust Company office, at [CambridgeTrust.com](http://CambridgeTrust.com), or by calling our Client Resource Center at **(844) 251-4244**.

#### **Privacy & Security**

Cambridge Trust Company values the relationship we share with you and we are committed to protecting your privacy. Our Privacy Notice outlines the standards established for all of our employees for collecting, using, retaining, and securing confidential Client information.

Cambridge Trust is committed to helping you protect your personal information. The links and information below will assist you in recognizing common fraud and identity theft tactics used to obtain your personal information and describe steps you can take to protect yourself.

- Federal Trade Commission - Bureau of Consumer Protection ([www.ftc.gov/bcp/index.shtml](http://www.ftc.gov/bcp/index.shtml))
- FDIC - Learn How to Protect Yourself From Identity Theft and Fraud ([www.fdic.gov/consumers/assistance/protection/idtheft.html](http://www.fdic.gov/consumers/assistance/protection/idtheft.html))
- Fake Checks.org - Recognizing a Fake Check Scam ([www.fakechecks.org/](http://www.fakechecks.org/))
- Federal Trade Commission - Identity Theft ([www.ftc.gov/bcp/edu/microsites/idtheft/](http://www.ftc.gov/bcp/edu/microsites/idtheft/))

#### **Online Transactions**

Information is collected from you in three ways: (1) via your explicit input, (2) automatically, and (3) through the use of cookies.

#### **Explicit Input**

In connection with your use of the Cambridge Trust Online Banking services, whether through the Cambridge Trust site or a co-branded site established by a site partner, you may be asked to input certain information, including personally identifiable information. This input may occur during the use of various services and/or in your contact with Client Support.

You may also occasionally be asked to complete optional surveys that we will use for research for the purpose of improving our service to you.

If you purchase goods or services from a supplier through the Cambridge Trust Web site, the information obtained during your visit to the supplier site and the information you give — such as an account number and contact information — are provided to the supplier. This is to enable transactions to take place. Suppliers have separate privacy and data collection practices. We have no responsibility or liability for these independent policies. For more information regarding any particular supplier and its privacy policies, we recommend that you visit that supplier's home page and review its policies.

#### **Automatic Collection**

In the course of providing you with services, Web and application servers will automatically collect usage-related information, including URLs that you access, the date and time of your usage, your IP address, and your browser type. This information is collected for effective capacity planning and troubleshooting Web site performance.

#### **Cookies**

Certain information is gathered by a mechanism called "cookies." As part of offering and providing customizable and personalized service, "cookies" are used to store and sometimes track personally identifiable information about you. Cookies are small files that your browser places on your computer's hard drive when you sign in and sign out of a site.

As a general matter, the use of cookies is intended to make your online experience safer, easier, and more personalized. More specifically to:

- Identify you as a prior client
- Enhance your security and privacy by using the cookie to authenticate your identity and access rights
- Help evaluate the usage of various services

Although you have the ability to modify your browser to either accept all cookies, notify you when a cookie is set, or reject all cookies, it is not possible to utilize some online services if you reject cookies.

If you have any questions about this Privacy Notice, please contact us either through your office manager, by email at [crc@CambridgeTrust.com](mailto:crc@CambridgeTrust.com) or by mail at:

Cambridge Trust Company  
Attn: Compliance Officer  
P.O. Box 380186  
Cambridge, MA 02238-0186

## ONLINE BANKING TERMS & CONDITIONS

Cambridge Trust Company (CTC) hereby publishes the following terms and conditions for Client's use of banking services via the Internet, or the "Service" offered by Cambridge Trust Company. Copies of all agreements, including these Terms & Conditions, can be obtained at any one of our offices. Cambridge Trust Company reserves the right to modify these Terms & Conditions at any time, effective upon publication. Client(s) use of the Service constitutes agreement to these Terms & Conditions and any modification thereof, which are effective upon publication.

Use of the banking Service enables you to pay bills and perform banking transactions, and to communicate with us and our Online Banking service providers. Bill payment and banking services are provided by third parties on behalf of CTC.

Please refer to our *Electronic Banking Agreement* for additional disclosures regarding the Service.

For questions concerning your account or account statement, contact us at **(844) 251-4244**, Monday through Friday, 8 a.m. - 5:30 p.m. Eastern Time or e-mail the Client Resource Center at [crc@CambridgeTrust.com](mailto:crc@CambridgeTrust.com).

For questions concerning bill payment processing and technical support only, contact Client Service at **(800) 439-4140**. The Client Care Center is open 24 hours a day, 7 days a week, except for certain holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).

### Client Service Information

The Service is available 24 hours a day, 365 days a year. However, scheduled maintenance may occur on Sundays between 3 a.m. - 5 a.m. Eastern Time.

### Service Hours

Bill Payment: 9 p.m. Eastern Time  
Internal Transfers: 9 p.m. Eastern Time  
Stop Payments: 9 p.m. Eastern Time

### Subscription to Services

You authorize us to use third parties to provide the Service to you on our behalf.

CLICKING "I AGREE" WHEN YOU ENROLL IN PERSONAL ONLINE BANKING CONSTITUTES YOUR AUTHORIZATION FOR US TO MAKE PAYMENTS OR TRANSFERS VIA THE SERVICES ON YOUR BEHALF.

You may designate the CTC checking accounts of your choice for the bill payment service. You may not designate a savings account or money market account for bill payment through the Service. The accounts you choose to use for bill payments is your designated account (the "Designated Account"). You may make payments to any merchant that agrees to accept payments through the Service. You may also choose to have transfers made between one or more of your CTC accounts via the Service. You agree to pay any and all fees associated with these services. Once you apply and are approved for the Service, you will be charged for all fees whether or not you use the Service.

### Payment Restrictions

You may not use the Service to transmit child support, alimony or other court-directed payments, nor to pay taxes or make other payments to government agencies. At this time, you may not make payments to foreign vendors or persons. CTC reserves the right to limit the total amount of bill payments initiated each day.

### Merchant Payments and Restrictions

You should schedule your payment dates at least seven to ten (7-10) business days in advance of the date your payment is actually due, not including any grace period.

The date the merchant credits the payment depends upon the merchant's payment processing procedures, and CTC will not be responsible for any delay in crediting the payment which is the result of the merchant's payment processing procedures.

Subject to the terms and conditions of this disclosure, you authorize us and any third-party acting on our behalf to choose the most effective method to process your payment, including without limitation, electronic, paper or some other means.

### Signature Requirements

Payments may be in the form of a paper draft. Use of your password is considered as signature authorization under the terms of this agreement.

### Confirmation of Payments

Each time you properly execute and send a payment, the payment details will be displayed as confirmation. If you have deleted the payment successfully, the payment information will no longer be displayed.

If you have followed the procedures described in this disclosure for payments or transfers, but are assessed a penalty or late charge by a merchant because your payment is late, we will reimburse you for losses, including late charges, to the extent required by applicable law.

HOWEVER, IF THE PAYMENT DETAILS ARE NOT DISPLAYED OR IF YOU HAVE BEEN NOTIFIED OF OUR REFUSAL OR INABILITY TO MAKE PAYMENT OR TRANSFER, WE SHALL NOT BE LIABLE FOR ANY FAILURE TO MAKE A PAYMENT OR TRANSFER, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED BY YOU AS A RESULT.

IN THE EVENT THAT YOU DO NOT ADHERE TO YOUR OBLIGATIONS IN THIS AGREEMENT, OR YOU INITIATE A PAYMENT FEWER THAN THE NUMBER OF DAYS BEFORE THE PAYMENT DUE DATE REQUIRED FOR A PARTICULAR MERCHANT, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES, LATE FEES AND DAMAGES PROXIMATELY CAUSED BY YOUR SCHEDULING, AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES.

### Liability Limitations

Under no circumstances will we be liable if we or our authorized third parties are unable to complete any payment or transfer initiated in the correct amount or in a timely manner via the Service because of the existence of any one or more of the following circumstances:

- Payment is not properly executed at the time you initiate a bill payment or modification of a bill payment.
- If, through no fault of ours, your Designated Account does not contain sufficient available funds, including any available credit line, to complete the payment or transfer or if the payment or transfer would cause you to exceed the credit limit on your Designated Account's overdraft line.
- The funds in your Designated Account are subject to legal process or other encumbrance restricting such payment or transfer.
- Your subscription to the Service has been terminated for any reason.
- The Service, your equipment, software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you attempted to execute the transaction or, in the case of an automatic or recurring payment or transfer, at the time such payment or transfer should have occurred.
- You have not provided us with the correct information for those merchants to which you wish to direct payment or accounts to which you wish to make transfer.
- The Payee mishandles or delays crediting of any payments sent by us on your behalf.
- Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.

WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY YOUR EQUIPMENT OR SOFTWARE.

THIS LIST IS NOT ALL-INCLUSIVE.

#### **Payment Cancellation and Modification**

Except for those payments and transfers that are completed immediately (for example, expedited payments or certain transfers between CTC accounts), you may cancel or modify via the Service a "One-time Payment" (a single payment you schedule to initiate within the next 364 days) or a "Recurring Payment" (a payment you schedule to initiate weekly, semi-monthly or monthly). These payments must be canceled by 9 p.m. on the date that the payment is scheduled to be processed. A modification of a recurring payment or transfer instruction will affect all future payments or transfers associated with the payment or transfer.

- You may not cancel a Bill payment that has been processed.
- If you cancel a payment in accordance with the above instructions and CTC does not honor your instructions, CTC will only be liable for your economic losses or damages related to the specific transaction.
- You cannot Stop Payment on Bill Payment checks issued.
- Please call our 24-hour support line at **(800) 439-4140** or our Client Resource Center at **(844) 251-4244** for assistance with Bill Payment Stop Payment requests.
- You may not stop payment on a completed Bill Payment.

#### **Internal Account Transfers.**

- You cannot cancel a completed internal transfer.

#### **e-Bill Presentment**

e-Bill Presentment is an optional feature of the Services that allows you to receive bills electronically from billers who elect to participate ("Payees"). e-Bill Presentment cannot be activated or accessed via a mobile device. If you activate e-Bill Presentment, you also agree that:

- Each Payee has the sole discretion to accept or decline a request for electronic billing. Once accepted, the date of presentation of your first electronic bill may vary from Payee to Payee.
- By your activation of e-Bill Presentment, you authorize us to use the login information you have registered with any Payee, including your password, in order to retrieve bill information on your behalf.
- We are not responsible if your bill is not available from a Payee for retrieval. A Payee does not provide us with a bill summary, or a Payee does not provide access for you to view your bill in a timely manner. It is your sole responsibility to contact your Payees directly if you do not receive your bills or there is a delay in your receipt of a bill. You hold us harmless for any adverse consequences should you not receive a bill or there is a delay in your receipt of a bill.
- Some Payees will turn off paper billing when you activate e-Bill Presentment; others will not. If you receive a bill both electronically and in paper format and you pay both bills, we will not be liable for crediting your account the overpayment. You must contact the Payee directly to resolve the issue. Your ability to receive a paper copy of your electronic statement in addition to an electronic bill is at the sole discretion of each Payee.
- Any Payee may discontinue electronic billing at any time. You may also cancel e-Bill Presentment from any Payee at any time. If you do, you are responsible for making arrangements with the Payee for an alternative form of bill delivery.
- We are not responsible for the accuracy of your electronic bill(s). Any disputes regarding the accuracy of an electronic bill must be addressed with the Payee directly.
- The Services will store 18 months of bill summary information. However, images of the bills may only be available as long as the Payee maintains them. If you will have need for bill summary information or images of bills beyond these times, you should save them to your computer or print them.
- The e-Bill Presentment feature is subject to all other provisions of this Agreement.

#### **Transfers Outside of Cambridge Trust Company ("External Transfers")**

If you have a consumer deposit account and eStatements, as part of our eDelivery service you may originate the electronic transfer of funds into your account at Cambridge Trust Company from an account in your name at a U.S. financial institution outside of Cambridge Trust Company ("Outside Account"). You may also originate the electronic transfer of funds from your account at Cambridge Trust Company to an account in your name at a U.S. financial institution outside of Cambridge Trust Company (both called "External Transfers"). External Transfers are not available using Cambridge Trust Company Personal Internet Banking through Intuit Products (Quicken, Quickbooks).

When you originate External Transfers, you authorize Cambridge Trust Company and our service provider to initiate withdrawals and credits (or "Deposits") upon your instructions, between your Cambridge Trust Company account and your Outside Account which you designate. You agree and warrant to us that you will only originate External Transfers to or from accounts for which you have the authority to transfer funds, and that by disclosing information to us regarding those accounts to affect your transfers, you are not violating any third-party rights. Not all types of accounts may be eligible for External Transfers, so you should check with your financial institution for any restrictions on transfers.

To complete certain activities and to ensure your security we may require you to provide additional information so we may authenticate who you are. These activities include, but are not limited to the addition of an Outside Account for External Transfers, origination of a new External Transfer, editing an existing periodic External Transfer, or changing your phone number through Online Banking. As part of the External Transfer setup process, you will be required to complete a test transaction.

External Transfers may be originated on a one-time or recurring basis. One-time transfers may be scheduled for processing as soon as possible, or scheduled for processing at some future date. To ensure same day processing, you must schedule your External Transfer by 9 p.m. Eastern Time. A recurring transfer allows you to transfer a set amount at regular intervals. Your authorization for any recurring External Transfers will remain in effect until you revoke it in such timely manner as to afford Cambridge Trust Company a reasonable opportunity to act on your instructions.

Cambridge Trust Company will periodically send messages to your primary email address during the external funds transfer process. These messages will provide information pertaining to the trial deposit process, confirm account linkages, and contain status updates for transfers in progress.

**You agree that you will act upon such email notifications and take responsibility for notifying the Bank of any discrepancies or unauthorized activity.** Primary email address is defined in

Online Banking and you are responsible for updating the address should it change. Email messages regarding the funds transfer process do not contain any non-public personal information and cannot be suppressed.

***Limitations and restrictions:*** For security reasons, the Bank has established limitations on your External Transfers:

- External Transfers **from** your account are limited to:
  - \$25,000 per transaction;
  - \$25,000 in aggregate per day;
  - \$100,000 in aggregate per calendar month;
  - 3 total transactions per day;
  - 10 total transactions per calendar month
- External Transfers **into** your Cambridge Trust Company account are limited to:
  - \$50,000 per transaction;
  - \$50,000 in aggregate per day;
  - \$100,000 in aggregate per calendar month;
  - 3 total transactions per day;
  - 10 total transactions per calendar month

- One-time External Transfers cannot be scheduled to occur on a non-business day.
- Recurring External Transfers scheduled to occur on a non-business day will be processed on the next business day.
- Transfers are only available between accounts held at banks within the United States.
- Some account types (ex. Money Market and Savings) have withdrawal limitations. Please refer to your **Account Disclosures & Rules and Regulations** before initiating transfers involving these accounts.

We reserve the right to change your External Transfer dollar limit at any time. If we decrease the dollar limit, we will notify you as required by law, but we may not notify you if we are restricting your transfer limits for security purposes or because of excessive overdrafts to your Cambridge Trust Company account. You agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event.

#### **Disqualifying Events:**

- Any of your accounts with Cambridge Trust Company are not current or are not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Cambridge Trust Company account during the current or three prior calendar months.
- You have had any prior transfer to or from a non-Cambridge Trust Company accounts canceled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
- If the test transaction fails or is rejected, for security purposes we may decline your External Transfer request(s) and any or all other transactions, and we may close your account, with or without notice to you.
- We become aware of circumstances that indicate that an unauthorized transfer has been or may be made.

#### **Holds On Transferred Funds**

When you initiate an External Transfer from your Outside Account to your Cambridge Trust Company account, you are authorizing Cambridge Trust to withdraw funds from your Outside Account and to make a corresponding Deposit to your Cambridge Trust Company account. It may take up to three business days for an External Transfer you initiate to be Deposited into your account.

For the purpose of External Transfers, if your account is over 90 days old, it is considered an "established account." External Transfers made into an established account will become available after three (3) business days. Accounts fewer than 90 days old are considered new. Funds transferred into a new account will be available after five (5) business days.

|   | <b>New Accounts</b>   | <b>Established Accounts</b> |
|---|-----------------------|-----------------------------|
| <b>Account Age</b>                              | Fewer than 90 days    | More than 90 days           |
| <b>Deposit Availability for Withdrawl</b>       | After 5 business days | After 5 business days       |
| <b>Example:<br/>Funds Transferred on Monday</b> | Following Monday      | Thursday                    |

**Until the hold period is over, you may not withdraw these funds, transfer these funds out of the account, or write checks on these funds.**

#### **Your Responsibility for Unauthorized Transfers**

Please contact us immediately if you believe there is unauthorized activity on your account by calling us at **(617) 441-1444** or by sending us a secure message through your Personal Internet Banking service. Please refer to our Electronic Banking Agreement for complete information regarding unauthorized transfers, error resolution, and liability.

#### **Mobile Check Deposit**

Customers using the Bank's iPhone or Android Mobile Banking App can deposit checks to their linked checking, statement savings, or money market deposit account by sending a clear image of the check to the Bank using the Mobile App. Deposit accounts must be in good standing.

If you use Mobile Check Deposit you agree and understand that:

- Checks are payable to and endorsed by the accountholder, drawn on a U.S. bank, payable in U.S. currency, and dated within six (6) months of the deposit date.
- Checks will be endorsed "For Deposit Only, Cambridge Trust Company Account #\_\_\_\_\_"
- Checks are not drawn on the account to which they are being deposited.
- All deposits made through Mobile Check Deposit are considered to be check deposits (not electronic deposits) and are subject to the Cambridge Trust Company **Personal Banking Account Disclosures and Rules & Regulations**

- Determining the day of deposit for purposes of the Bank's Funds Availability Policy, checks successfully deposited through Mobile Check Deposit prior to 6 p.m. Eastern Time on any business day will be deemed to have been received by the Bank on that business day; checks successfully deposited after 6 p.m. Eastern Time on any business day or on any day that is not a business day are deemed to have been received by the Bank on the next business day.
- Checks deposited through Mobile Check Deposit will not appear in your account history or balance until the day after the day of deposit.

• You represent and warrant to the Bank that:

- The image you are submitting through Mobile Check Deposit accurately represents all of the information on the front and back of the check.
- The check and all signatures and endorsements on it are accurate and genuine.
- Neither you nor anyone else has deposited the check previously to Cambridge Trust Company (through Mobile Banking, at an ATM, by mail, in person at a branch, or in any other manner) or any other depository institution.
- Neither you nor anyone else will re-deposit the check in any manner in the future (except for re-deposits of items that were returned unpaid).
- You will store the original check securely so that no other person will have access to it until you have confirmed that the deposit was properly credited to your account, then you will destroy the original check.
- You will provide the original check to us on request (unless you have previously destroyed it) to assist us in clearing or collecting the check, resolving third party claims, or for any other business purpose.

#### **New Services**

We may from time to time introduce new services or enhance the existing services. We may notify you of the existence of these new or enhanced services. By using these new services when they become available, you agree to be bound by the terms and conditions relating to these services, notice of which will be sent to you, if required by applicable law, prior to their release.

#### **Charges**

We will charge you a fee for the Service, as stated in our Fee Schedule in effect. We will deduct these charges from the Designated Account that you selected at the time of enrollment in the Service.

If a payment has been made to one of your designated merchants for which funds were not available in your Designated Account, and we are unable to recover the amount of the payment by debit to the merchant or by charging your Designated Account, you agree to repay the funds owed immediately upon demand.

#### **Suspension**

In the event of repetitive failed payments, transfers or overdrafts (4 overdrafts in a rolling 30-day period or 10 overdrafts in a rolling 12-month period), we reserve the right to suspend your mobile banking service. This suspension may be made without prior notice to you. All correspondence relating thereto, including requests for reinstatement should be directed to Cambridge Trust.

## Unauthorized Use

Your user ID and Password are confidential. These identifiers are for your use and should not be disclosed to any other person. Contact us immediately if you believe that someone has obtained your password or may have access to your accounts without your permission. Telephone us at **(844) 251-4244** during normal business hours, or **(800) 439-4140** after hours. Refer to the Electronic Banking Agreement for additional important information.

## Additional Terms & Conditions

- In addition to the foregoing, you agree to be bound by and comply with our rules and bylaws, applicable state and federal laws and regulations, and any telecommunication or other local laws or regulations of client's country of origin.
- We reserve the right to terminate your use of the Service, in whole or in part, at any time without prior notice.
- If you wish to cancel your subscription to the Service, you must provide CTC with thirty (30) days' advance notice by telephone or e-mail, or you may notify CTC in writing. You will be responsible for all payments or transfers you have requested prior to termination unless canceled by you.
- **SINCE SUBSCRIPTION CANCELLATION REQUESTS TAKE UP TO 30 DAYS TO PROCESS, YOU SHOULD CANCEL ALL OUTSTANDING PAYMENT OR TRANSFER ORDERS IN ADDITION TO NOTIFYING US OF YOUR DESIRE TO TERMINATE THE SERVICE. WE WILL NOT BE LIABLE FOR PAYMENTS OR TRANSFERS NOT CANCELED OR PAYMENTS OR TRANSFERS MADE DUE TO THE LACK OF PROPER NOTIFICATION BY YOU OF SERVICE TERMINATION.**
- We may amend this disclosure or the applicable fees and charges at any time. We will send notice to you of any amendment at your last listed address with us or transmit notice of the alteration or amendment over the Internet at least 21 days prior to the effective date of the change, if required by law. However, if the change is made for security purposes, we can implement it without giving you prior notice. Your use of the Service after 21 days following transmittal of the notice of alteration or amendment constitutes your acceptance of such alterations or amendments.
- In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to the terms and conditions contained in this disclosure and the applicable account disclosures. The terms and conditions contained here, as they may be amended from time to time, shall supersede any and all other representations made by our employees.

## BUSINESS BANKING ACCOUNT DISCLOSURES AND RULES & REGULATIONS

**This disclosure contains important information about your account and should be retained for future reference. Please consult our rate sheet, speak with a Client Service Advisor, visit our website ([CambridgeTrust.com](http://CambridgeTrust.com)), or telephone our PrivateLINE at (617) 254-BANK (2265) or (800) 876-6406 for current interest rates and Annual Percentage Yields.**

This Agreement contains the rules and regulations governing deposit accounts at Cambridge Trust Company ("Bank"). As an owner of a Cambridge Trust Company deposit account, you agree to be bound by these Agreements, and other terms and conditions contained in the Fee Schedule, Business Account Disclosures, Business Cardholder Agreement, and all applicable state and federal laws and regulations.

### ACCOUNT DISCLOSURES

#### For all accounts:

**Interest Rate and Annual Percentage Yield:** The interest rate and annual percentage yield on all interest-bearing accounts (except for the Fixed Rate Certificate of Deposit) are variable and may change without notice at any time at the discretion of the Bank.

**Interest Calculation and Posting:** On all interest-bearing accounts, we use the daily balance method to calculate the interest. This method applies a daily periodic rate to the collected balance in the account, plus accrued interest, each day. For Certificates of Deposit, the daily periodic rate is applied to the ledger balance. Interest is compounded daily and credited to your account monthly.

#### When Your Deposit Begins to Earn Interest:

**Certificates of Deposit:** If your account is a certificate of deposit, your deposit will begin to earn interest on the day of deposit.

#### All Other Accounts

**Cash and Items Drawn on Cambridge Trust Company:** Cash and items drawn on a Cambridge Trust Company account begin to earn interest on the day of the deposit. (Refer to our *Funds Availability Disclosure* for determining the day of deposit.)

**Deposits of Items Drawn on Other Financial Institutions:** Deposits of items drawn on other financial institutions will begin to earn interest the day we receive the credit, generally the first business day after the day of deposit.

Deposits made on Saturday or Sunday will be considered to have been made on Monday, or Tuesday if Monday was not a business day. (Refer to our *Funds Availability Disclosure* for determining the day of deposit.)

## BUSINESS ACCOUNTS

| BUSINESS ACCOUNT TYPE          | RATE INFORMATION* |                               |                             | BALANCE REQUIREMENTS    |  |                         | ACCOUNT LIMITATIONS  | ADDITIONAL INFORMATION  |
|--------------------------------|-------------------|-------------------------------|-----------------------------|-------------------------|--|-------------------------|--|---|
| Account                        | Interest Rate     | Annual Percentage Yield (APY) | Minimum Balance to Earn APY | Minimum to Open Account | Minimum Balance to Avoid Monthly Maintenance Fee   | Monthly Maintenance Fee | Transaction Limitations  | Fee and Other information   |
| Business Convenience Checking  | N/A               | N/A                           | N/A                         | None                    | \$1,000 Average Monthly  | \$10                    | A \$0.50 transaction fee will be assessed for each transaction in excess of 200 per statement cycle.   | Transactions include deposits, deposited items, checks, ATM withdrawals and deposits, preauthorized ACH credits and debits, POS debit card purchases, and electronic bill payments. Subject to <b>\$3 Paper Statement Instruction Fee</b> . To waive the paper statement instruction fee you must enroll in online banking with eStatements. Unlimited ATM Surcharge Refunds. <sup>1</sup> Refer to our <b>Business Banking Fee Schedule</b> for information about fees.  |
| Business Concierge Checking    | N/A               | N/A                           | N/A                         | None                    | \$10,000 in Business Concierge Checking or \$25,000 Combined Average Monthly Balance of personal and business accounts. Also waived with commercial loan relationship. | \$25                    | A \$0.50 transaction fee will be assessed for each transaction in excess of 500 per statement cycle.   | Transactions include deposits, deposited items, checks, ATM withdrawals and deposits, preauthorized ACH credits and debits, POS debit card purchases, and electronic bill payments. The client must request accounts to be linked for qualifying combined balances that are not owned by the primary Business Concierge Checking client and also notify the Bank if they have a qualifying commercial loan relationship. Unlimited ATM Surcharge Refunds. <sup>1</sup> Refer to our <b>Business Banking Fee Schedule</b> within this brochure for information about fees. |
| Commercial Checking            | N/A               | N/A                           | N/A                         | None                    | This account receives an earnings credit allowance based on the average collected balance maintained during the statement month.                                       | \$15                    | Transaction fees apply.<br>Check paid \$0.21<br>Refund or Credit \$0.15<br>Deposit \$0.90<br>Deposited Item \$0.12<br>ACH Debit \$0.20<br>ACH Credit \$0.20  | The monthly earnings credit allowance will partially or fully offset Monthly Maintenance Fee and other fees. Subject to <b>\$3 Paper Statement Instruction Fee</b> . To waive the paper statement instruction fee, you must enroll in online banking with eStatements. Unlimited ATM Surcharge Refunds. <sup>1</sup> Refer to our <b>Business Banking Fee Schedule</b> for information about fees.  |
| Community Partnership Checking | ___%              | ___%                          | \$0.01                      | None                    | None   | None                    | A transaction fee of \$0.25 will be assessed for each transaction in excess of 500 per statement cycle. Transactions include: deposits; deposited items; checks; ATM withdrawals and deposits; preauthorized ACH credits and debits; POS debit card purchases; and electronic bill payments. | <b>\$3 Paper Statement Instruction Fee</b> . To waive the paper statement instruction fee, you must enroll in online banking with eStatements. Refer to our <b>Business Banking Fee Schedule</b> for information about fees.  |

## BUSINESS ACCOUNTS

| BUSINESS ACCOUNT TYPE                       | RATE INFORMATION*                 |                                   |                             | BALANCE REQUIREMENTS    |  |                         | ACCOUNT LIMITATIONS   | ADDITIONAL INFORMATION   |        |                  |        |         |        |                |        |           |        |            |        |  |
|---|-----------------------------------|-----------------------------------|-----------------------------|-------------------------|--|-------------------------|---|--|--------|------------------|--------|---------|--------|----------------|--------|-----------|--------|------------|--------|--|
| Account                                     | Interest Rate                     | Annual Percentage Yield (APY)     | Minimum Balance to Earn APY | Minimum to Open Account | Minimum Balance to Avoid Monthly Maintenance Fee   | Monthly Maintenance Fee | Transaction Limitations   | Fee and Other information  |        |                  |        |         |        |                |        |           |        |            |        |  |
| Community Partnership Checking Plus Account | N/A                               | N/A                               | N/A                         | None                    | This account receives an earnings credit allowance based on the average collected balance maintained during the statement month.   | \$15                    | <p>Monthly maintenance fee is \$15. The account receives an earnings credit allowance based on the average collected monthly balance during the statement month. The monthly earnings credit allowance may partially or fully offset the monthly maintenance fee and certain other fees. Transaction fees apply.</p> <table> <tr><td>Check paid</td><td>\$0.21</td></tr> <tr><td>Refund or Credit</td><td>\$0.15</td></tr> <tr><td>Deposit</td><td>\$0.90</td></tr> <tr><td>Deposited Item</td><td>\$0.12</td></tr> <tr><td>ACH Debit</td><td>\$0.20</td></tr> <tr><td>ACH Credit</td><td>\$0.20</td></tr> </table> | Check paid   | \$0.21 | Refund or Credit | \$0.15 | Deposit | \$0.90 | Deposited Item | \$0.12 | ACH Debit | \$0.20 | ACH Credit | \$0.20 | <p><b>Subject to \$3 Paper Statement Instruction Fee.</b> To waive the paper statement instruction fee, you must enroll in online banking with eStatements. Unlimited ATM Surcharge Refunds.<sup>1</sup> Refer to our <b>Business Banking Fee Schedule</b> for information about fees.</p> |
| Check paid                                  | \$0.21                            |                                   |                             |                         |  |                         |   |  |        |                  |        |         |        |                |        |           |        |            |        |  |
| Refund or Credit                            | \$0.15                            |                                   |                             |                         |  |                         |   |  |        |                  |        |         |        |                |        |           |        |            |        |  |
| Deposit                                     | \$0.90                            |                                   |                             |                         |  |                         |   |  |        |                  |        |         |        |                |        |           |        |            |        |  |
| Deposited Item                              | \$0.12                            |                                   |                             |                         |  |                         |   |  |        |                  |        |         |        |                |        |           |        |            |        |  |
| ACH Debit                                   | \$0.20                            |                                   |                             |                         |  |                         |   |  |        |                  |        |         |        |                |        |           |        |            |        |  |
| ACH Credit                                  | \$0.20                            |                                   |                             |                         |  |                         |   |  |        |                  |        |         |        |                |        |           |        |            |        |  |
| Business Concierge Money Market             | ____%<br>\$0.01 to<br>\$39,999.99 | ____%<br>\$0.01 to<br>\$39,999.99 | \$0.01                      | None                    | \$40,000 Average Daily Balance. The average daily balance is calculated by adding in the principal in the account each day of the period and dividing that figure by the number of days in the period. | \$35                    | <p>You may make up to a limit of six third-party withdrawals or transfers to another account (a combination of checks or transfers to another account and preauthorized payments) from your account during each statement cycle. If you exceed your transaction limit twice during a five-month period, or more than an occasional basis, we will convert your Business Concierge Money Market Account to a Business Convenience Checking Account. Business MMA Customers may not use this account as a daily deposit account.</p>  | <p><b>Maximum balance is \$5,000,000. Excess Activity Fee of \$10 for each transaction that exceed the limit of six third-party withdrawals or transfers to another account (a combination of checks or transfers to another account and preauthorized payments) from your account during each statement cycle. Refer to our <b>Business Banking Fee Schedule</b> for information about fees.</b></p>              |        |                  |        |         |        |                |        |           |        |            |        |  |
| Business/Non-Profit Money Market            | ____%                             | ____%                             | \$5,000                     | \$5,000                 | \$5,000 Daily  | \$6                     | <p>You may make up to a limit of six third-party withdrawals or transfers to another account (a combination of checks or transfers to another account and preauthorized payments) from your account during each statement cycle. If you exceed your transaction limit twice during a five-month period, or more than an occasional basis, we will convert your Business/Non-Profit Money Market Account to a Business Convenience Checking Account or Community Partnership Checking Account. Business MMA Customers may not use this account as a daily deposit account.</p>                                       | <p><b>Subject to \$3 Paper Statement Instruction Fee.</b> To waive the paper statement instruction fee, you must enroll in online banking with eStatements. \$1 Service Fee for each transaction at non-Cambridge Trust ATMs is waived. Excess Activity Fee of \$10 per check over six per statement cycle. Refer to our <b>Business Banking Fee Schedule</b> within this brochure for information about fees.</p> |        |                  |        |         |        |                |        |           |        |            |        |  |

## BUSINESS ACCOUNTS

| ACCOUNT   | RATE INFORMATION*  |  |                             | BALANCE REQUIREMENTS    |  |                         | ACCOUNT LIMITATIONS   | ADDITIONAL INFORMATION  |
|---|--|--|-----------------------------|-------------------------|--|-------------------------|---|---|
| Account   | Interest Rate  | Annual Percentage Yield (APY)  | Minimum Balance to Earn APY | Minimum to Open Account | Minimum Balance to Avoid Monthly Maintenance Fee | Monthly Maintenance Fee | Transaction Limitations   | Fee and Other Information   |
| Business/<br>Non-Profit<br>Statement<br>Savings | ____%  | ____%  | \$0.01                      | None                    | \$200 Daily                                      | \$2                     | You may make up to a limit of six third-party withdrawals or transfers to another account (a combination of checks or transfers to another account and preauthorized payments) from your account during each statement cycle. If you exceed your transaction limit twice during a five-month period, or more than an occasional basis, we will convert your Business/Non-Profit Statement Savings Account to a Business Convenience account or Community Partnership Checking Account. POS and debit card transactions are not available. Business Statement Savings Account customers may not use this as a daily deposit account. | <b>Subject to \$3 Paper Statement Instruction Fee.</b> To waive the paper statement instruction fee, you must enroll in online banking with eStatements. Excess Activity Fee of \$1 per withdrawal over three per statement cycle. Refer to our <b>Business Banking Fee Schedule</b> within this brochure for information about fees.   |
| Business<br>Premium<br>Savings<br>Account       | <b>Tier 1</b> ____%<br>Each day the collected daily balance is \$100,000 or more.<br><br><b>Tier 2</b> ____%<br>Each day the collected balance is \$50,000, but less than \$100,000.<br><br><b>Tier 3</b> ____%<br>Each day the collected balance is \$10,000, but less than \$50,000.<br><br><b>Tier 4</b> ____%<br>Each day the collected balance is \$5,000, but less than \$10,000.<br><br>No interest is earned for balances less than \$5,000. | <b>Tier 1</b> ____%<br>Each day the collected daily balance is \$100,000 or more.<br><br><b>Tier 2</b> ____%<br>Each day the collected balance is \$50,000, but less than \$100,000.<br><br><b>Tier 3</b> ____%<br>Each day the collected balance is \$10,000, but less than \$50,000.<br><br><b>Tier 4</b> ____%<br>Each day the collected balance is \$5,000, but less than \$10,000.<br><br>No interest is earned for balances less than \$5,000. | \$5,000                     | None                    | \$5,000 Daily                                    | \$7                     | You may make up to a limit of six third-party withdrawals or transfers to another account (a combination of checks or transfers to another account and preauthorized payments) from your account during each statement cycle. If you exceed your transaction limit twice during a five-month period, or more than an occasional basis, we will convert your Business Premium Savings Account to a Business Convenience Checking account.  | <b>Subject to \$3 Paper Statement Instruction Fee.</b> To waive the paper statement instruction fee you must enroll in online banking with eStatements. Refer to our <b>Business Banking Fee Schedule</b> for information about fees.   |
| IOLTA<br>Checking                               | ____%  | ____%  | \$0.01                      | None                    | None   | None                    | None  | Refer to our <b>Business Banking Fee Schedule</b> for information about fees.   |
| Commercial<br>Sweep                             | Indexed to the Federated Federal Government Obligations Fund (NASDAQ Symbol GOSXX), plus 0.20%   | Varies Daily   | \$0.01                      | None                    | None   | None                    | Funds in this account are intended to be linked to a commercial or non-profit operating checking account at Cambridge Trust that has a target balance. The bank will maintain the target balance in the operating account, assuming sufficient balances are available, and perform a daily sweep, either to or from the Commercial Sweep Account depending on the operating account's balance position at the end of every business day. No client initiated transactions are allowed to post to this account, as this account is intended solely to be used for sweeping funds from and to their operating account.                | <b>The Federated Federal Government Obligations Fund is used solely to determine the interest rate that will be paid on funds deposited in your Commercial Sweep account at Cambridge Trust. We may change the interest rate and APY of your Commercial Sweep, or the fund it is indexed to at any time at the Bank's discretion. Interest is compounded daily and paid monthly. If you close your Commercial Account before interest is credited, you may not receive the accrued interest. We use a daily collected balance to calculate interest. Refer to our <b>Personal and Business Banking Account Agreements and Disclosures</b> for information about other fees.</b> |

## BUSINESS ACCOUNTS

| BUSINESS ACCOUNT TYPE                | RATE INFORMATION* |                               |               | BALANCE REQUIREMENTS   |   |  | ACCOUNT LIMITATIONS  | ADDITIONAL INFORMATION   |
|--------------------------------------|-------------------|-------------------------------|---------------|--|---|--|--|--|
| Account                              | Interest Rate     | Annual Percentage Yield (APY) | Maturity Date | Minimum Deposit  | Compounding   | Transactions Limitations   | Renewal  | Fee and Other Information  |
| Fixed Rate Certificate of Deposit    | ____%             | ____%                         | ____          | \$1,000<br>\$500 for Individual Retirement Account Certificate | Interest is compounded daily and credited to your account monthly, from the date your account is opened to the date of withdrawal.  | After certificate is opened you may not make any deposits. If a withdrawal of principal is made before the maturity date, an early withdrawal penalty will be imposed. See <b>Certificate of Deposit</b> section in this booklet for early withdrawal penalties.   | We will notify you at least twenty (20) days prior to maturity. We will ask you to instruct us by mail or in person regarding the action you wish us to take when your certificate matures. You may renew, withdraw, or transfer the certificate to another account. Because the Bank does not know what the APY will be at the time of maturity, please visit <b>CambridgeTrust.com</b> or call <b>617-254-2265</b> or <b>800-876-6406</b> to obtain current rates. The certificate will renew automatically at maturity unless we receive prior instructions. You have a grace period of ten (10) calendar days during which you may change your renewal option without incurring an early withdrawal penalty. During the grace period interest will be earned at the rate in effect at maturity of the certificate. If you close your certificate during the grace period, interest accrued during the grace period will not be paid. The interest rate and APY at renewal may be different from the interest rate and APY on the original certificate. | <b>You may withdraw interest at any time after it is credited to your account. However, in order to obtain the current APY you must allow all interest earned to remain on deposit until the maturity of the certificate. A withdrawal of interest will reduce your earnings. Periodically, the Bank may offer special fixed rate certificates with a higher deposit with money not currently on deposit at Cambridge Trust Company. Please see a bank representative for details.</b> |
| Variable Rate Certificate of Deposit | ____%             | ____%                         | ____          | \$1,000<br>\$500 for Individual Retirement Account Certificate | Interest is compounded daily and credited to your account monthly, from the date your account is opened to the date of withdrawal. Interest and APY are variable at the discretion of the Bank, and may change at any time. | After certificate is opened you may make any deposits into the certificate without changing the maturity date. If a withdrawal of principal is made before the maturity date, an early withdrawal penalty will be imposed. See <b>Certificate of Deposit</b> section in this booklet for early withdrawal penalties. | We will notify you at least twenty (20) days prior to maturity. We will ask you to instruct us by mail or in person regarding the action you wish us to take when your certificate matures. You may renew, withdraw, or transfer the certificate to another account. Because the Bank does not know what the APY will be at the time of maturity, please visit <b>CambridgeTrust.com</b> or call <b>617-254-2265</b> or <b>800-876-6406</b> to obtain current rates. The certificate will renew automatically at maturity unless we receive prior instructions. You have a grace period of ten (10) calendar days during which you may change your renewal option without incurring an early withdrawal penalty. During the grace period interest will be earned at the rate in effect at maturity of the certificate. If you close your certificate during the grace period, interest accrued during the grace period will not be paid. The interest rate and APY at renewal may be different from the interest rate and APY on the original certificate. | <b>You may withdraw interest at any time after it is credited to your account. However, in order to obtain the current APY you must allow all interest earned to remain on deposit until the maturity of the certificate. A withdrawal of interest will reduce your earnings.</b>  |

<sup>1</sup> You may incur a surcharge when using other bank's ATMs. Cambridge Trust is a member of the SUM Network Program. Additional ATM surcharges will not be imposed by Cambridge Trust to customers who use their cards at other SUM designated locations. ATM Surcharge fees you receive from using other banks' ATMs will be refunded for Business Convenience, Business Concierge Checking, Commercial Checking, and Community Partnership Plus Checking.

\* Rates are effective as of

, 20 and are subject to change.

## CERTIFICATE OF DEPOSIT

### FIXED RATE CERTIFICATE OF DEPOSIT

| Term                         | Early Withdrawal Penalty   |
|------------------------------|--|
| 30 Days but less than 1 Year | Loss of an amount equal to three months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the certificate  |
| 1 Year but less than 2 Years | Loss of an amount equal to six months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the certificate    |
| 2 Years or more              | Loss of an amount equal to twelve months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the certificate |

### VARIABLE RATE CERTIFICATE OF DEPOSIT

| Term | Early Withdrawal Penalty   |
|------|--|
| Any  | Loss of an amount equal to twelve months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the certificate |

## RULES & REGULATIONS

### DEPOSIT ACCOUNT AGREEMENT

#### BUSINESS DEPOSIT ACCOUNT AGREEMENT

**GENERAL AGREEMENT.** The terms "you" and "your" refer to the depositor and the terms "we," "us" and "our" refer to the financial institution. The acronym "NOW" means Negotiable Order of Withdrawal, if you are an entity eligible to open such an account. You understand that the following Account Agreement ("Agreement") governs your account with us, along with any other documents applicable to your account, such as our Funds Availability Policy or Privacy Policy ("Disclosures"), which are incorporated herein by reference.

**GENERAL RULES.** The following rules apply to your account:

- Deposits.** Deposits may be made in person, by mail, or in another form and manner as agreed by us at our sole discretion. We are not responsible for transactions initiated by mail until we actually receive and record them. We may refuse to accept particular checks or similar instruments as a deposit to your account at our discretion. The terms of our Disclosures will control the determination of the banking day deposits are deemed received by us and when they will be available for withdrawal. If any check or similar instrument you deposit to your account is returned unpaid, we have the right to debit your account for the amount of such item and adjust any related interest earned. You will, in any event, be liable to us for the amount of any check or similar instrument you deposit to your account that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorney fees. Deposits may be subject to a service charge.
- Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items

to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items, or for any damages resulting from any of those actions.

This provision also applies to any remotely created check that you may deposit into your account. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such item.

- Unlawful Internet Gambling.** Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling.
- Set-offs and Liens.** We may set-off funds in your account and any other accounts held by you to pay any debt you may owe us. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.
- Claims.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Fee Schedule.
- Expenses.** You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute, attachment, garnishment, levy or subpoena of records involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, cost or expense from your account without prior notice to you.
- Dormant/Inactive Accounts.** You understand that if your account is dormant or inactive, you may be charged the fee specified in the Fee Schedule and we may stop paying interest to the extent permitted by law. Your account balance may be escheated (that is, turned over to the state) in accordance with state law. If your account balance is escheated, you agree that we are relieved of all responsibility for the balance escheated.
- Escrow, Trust, Fiduciary and Custodial Accounts.** When your account is set up as an escrow, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

**9. Additional Documents to Open Account.** You agree to supply us with a separate authorization informing us of the authorized signer(s), if requested to do so and to provide any other related document requested by us.

**10. Signatures.** Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature, as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks and other items are processed automatically, i.e., without individual review of each check or item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing checks and other items, i.e., without individual review of each check or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**11. Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required," "must be presented within 90 days" or "not valid for more than \$1,000."

**12. Fees, Service Charges and Balance Requirements.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Fee Schedule or Disclosures. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this financial institution.

**13. Amendments and Alterations.** Notice will be given to you if we change the terms of this Agreement at any time by mailing notice to your address shown on our records, by posting a notice of any such changes at our main office, or by whatever notice requirements that may be required by law.

**14. Notice.** You are responsible for notifying us of any address change or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us.

**15. Certified Beneficial Owner Information.** If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

**16. Telephone and Electronic Communication.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us.

These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**17. Closing Account.** We may close your account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you may be entitled. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

**18. Transfers and Assignments.** You cannot assign or transfer any interest in your account unless we agree in writing.

**19. Effective Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state where this account is opened except to the extent that federal law is controlling and includes, but is not limited to, Article 4A of the Uniform Commercial Code. Changes in these laws and regulations may modify the terms and conditions of your account. We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement conflict with applicable law and are declared to be invalid or unenforceable, those terms will be ineffective to the extent of the conflict and the applicable law will govern. The remaining provisions will remain unaffected.

**20. Checks.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsement must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**21. Electronic Checks.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes.

**22. Substitute Checks.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s).

**23. Non-Sufficient Funds and Overdrafts.** If your account lacks sufficient funds to pay a check, preauthorized transfer, or other debit activity presented for payment as determined by the available balance or actual balance in your account, we may (1) return the item, or (2) pay the item at our discretion.

**Available Balance.** The available balance is the amount of funds that you have in your account to spend without incurring an overdraft fee. The available balance reflects pending credits or debits and transactions and checks that have not yet cleared your account. For example, you have \$100 in your account and spend \$25 on groceries. The \$25 may show as a pending transaction, and your available balance is \$75. If you spend more than the available balance, then you may incur an overdraft fee.

**Current Balance.** The current balance is the total amount of funds in your account and does not reflect any pending credits or debits, transactions, or checks that have not cleared your account. For example, you have \$100 in your account and spend \$25 on groceries. The \$25 may show as a pending transaction, but the \$100 is your actual account balance and the amount you can spend before you incur an overdraft fee.

If we return the item without paying it, we may charge you a non-sufficient funds fee. If we do pay the item on your behalf, you will be responsible to pay the overdrawn balance and an overdraft fee. Our handling of these items may subject your account to a fee as disclosed in the Fee Schedule or other Disclosures. Unless we advise you otherwise, we will process checks and other debit items in an order determined in our sole discretion.

**24. Stop Payments.** If you request us to stop payment on a check you have written or on an electronic funds transfer (EFT) debit transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. Stop payments on checks or drafts are effective for 6 months. Stop payments on EFT debit transfers will remain in effect until the earliest of either your withdrawal of the stop payment order; the return of the debit entry; or six months from the date of the stop payment order, unless it is renewed in writing. You may be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the authorized signers of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or a series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

**25. Statements.** We will provide you with a periodic statement showing the account activity. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us, you will have no claim against us. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make a written request that we resume sending your statements and you supply us with a proper address.

**26. ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**Provisional Payment.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Funds Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

**International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the international ACH transaction will not be available to you until it passes final verification.

**27. Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable to you for paying any stale or postdated check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

**28. Check Safekeeping.** If you can write checks on your account and utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. At your request, we will provide without charge up to 25 canceled instruments or legible copies of the fronts and backs thereof per calendar year. Additional copies may be subject to a fee, as indicated in the Fee Schedule. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**29. No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

## ACCOUNT SPECIFIC PROVISIONS

In addition to the General Rules, the following rules apply to specific types of accounts:

### CHECKING AND NOW ACCOUNTS

**Checking Accounts.** If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the Truth in Savings Disclosure.

**Withdrawals.** Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

**Withdrawal Notice Requirements.** If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

### MONEY MARKET AND SAVINGS ACCOUNTS

**Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

**Regulation D Transaction Limitations.** Federal regulation restricts the number of transfers or withdrawals you can make on a Money Market Account and Savings Account and requires compliance with these restrictions. You understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures. Certain transfers or withdrawals will count toward the transaction limitations.

**Transfers or Withdrawals Subject to Transaction Limitations.** This transaction limitation includes transfers or withdrawals made to a third-party if made by: phone, fax, computer, check, debit card, ACH, bill payments, or automatic transfers. The transaction limitation also includes transfers or withdrawals made to another account that you have with us if made by: phone; fax; computer; debit card; ACH; bill payments; or automatic transfers, including transfers for overdraft protection purposes.

**Transfers or Withdrawals Not Subject to Transaction Limitations.** There is **no limit** on the number of transfers or withdrawals between the accounts you have with us if made by: mail, messenger, ATM, in person, or to repay a loan that you have with us.

If these restrictions are violated, we may be required to close your account, take away your ability to transfer funds, or convert the account to a checking or other transaction account.

## CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

**Account Terms.** The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and as indicated at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. Withdrawal of interest prior to maturity will affect the APY.

**Withdrawal Prior to Maturity.** You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion.

**Additional Deposits During the Term.** No additional deposits will be allowed to this account during its term unless indicated at the time of account opening.

**Early Withdrawal Penalty.** We may assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date as indicated at account opening.

**Renewal.** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal.

**Single Maturity.** Single Maturity Certificates will not automatically renew at maturity. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

### Business, Organization and Fiduciary Accounts

You agree not to use a business checking account for personal, family, or household purposes, and vice versa. If an account opened with us has been opened in the name of a legal entity, such as a partnership, corporation, or other organization, only the persons designated in a separate authorization, in a form we approve, will be permitted to make withdrawals from the account. We will honor an authorization until it is amended or terminated in writing by the appropriate action of the organization. A fiduciary may open an account with us only if he or she provides a copy of the appointment, trust agreement, or other required legal documents.

### Sub-account Rules

All Business accounts will be divided into two sub-accounts: a transaction sub-account and a savings sub-account. This modification is made solely for internal Bank purposes and will not affect the use of your account in any way. All of the Bank's rules, regulations and disclosures will continue to apply to your account as a whole, without reference to the sub-accounts.

All deposits and withdrawals you make will be posted to the transaction sub-account. You will not have direct access to the savings sub-account. The savings sub-account is a holding account into which the Bank may transfer funds that exceed the amount needed to satisfy the checks, electronic funds transfers and other debits that the Bank estimates will be posted to your account. The Bank will transfer funds back to the transaction sub-account periodically as needed to make funds available to pay debits to your account.

### Prohibition Against Illegal Use

You may not use your account or any other financial service we provide for any illegal purpose, including, but not limited to, the origination, receipt, or processing of illegal internet gambling transactions, and activities in violation of United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets Control (OFAC).

### DEPOSITS

We will accept deposits from you and make the funds available to you as set forth in the *Funds Availability Disclosure*. If a deposited item is returned to us for any reason, we will reduce your account balance by that amount. We may assess a deposited item returned unpaid fee. We have the right to refuse to accept any deposit from you for any reason.

If, in connection with a pre-authorized credit, we deposit any amount to your account which in turn must be returned for any reason, you authorize us to deduct the amount of our liability from this account or from any other account you have with us.

Cambridge Trust will not accept a substitute check, as defined within the Federal Reserve banking regulation CC, for deposit to any account without a prior written agreement with the Bank expressly allowing for the depositing of these instruments except in the case where the item is re-presented for deposit after having been returned by the paying bank.

## WITHDRAWALS

### Authorization and Access Device

If an account opened with us has been opened in the name of a legal entity, such as a partnership, corporation, or other organization, only the persons designated in a separate authorization, in a form we approve, will be permitted to make withdrawals from the account. The Bank may act upon any withdrawal request that is made with an Access Device, whether or not the person initiating the request has the authority to do so. You or the legal entity represents and warrants that all withdrawals made with an Access Device shall have no obligation to verify by any means, any such withdrawal request.

### Conditions Imposed on Withdrawals

We may refuse to pay a check or withdrawal request if the amount of money requested is not yet available for withdrawal. We may refuse a withdrawal request if any document or identification that we require or that the law requires in connection with the withdrawal has not been presented to us. We may also refuse a withdrawal request if it exceeds the daily limit for an ATM withdrawal, POS or debit card purchase, a debit card cash advance, or the limit established in conjunction with an Access Device.

### Check and Deposit Ticket Printing Charges

We will charge a fee directly to your account for printing checks and deposit tickets. These charges will vary depending on the style you choose and are subject to change at any time without notice.

### Fee for Early Closing of Any Transaction Account

We may assess a fee to close an account that has been open less than six months.

## OTHER

### Dormant Accounts

If there is no activity (Massachusetts 3 years, New Hampshire 5 years) and you have not contacted us about your account for the period of time prescribed by state law, your account may be considered abandoned property, and must be turned over to the state authority in which you reside. We will attempt to notify you in writing at least 60 days prior to turning over the account to the state. Such notification will include instructions on how you may prevent remittance of the funds to the state authority. An escheatment fee may be charged for the processing of abandoned property to the state authority.

### Amendments and Termination

We may change our *Personal and Business Banking Agreement and Disclosures* and the *Business Banking Fee Schedule* at any time. Either you or we may close your account at any time for any reason. If we do, we will mail you a notice and a check for the final balance less any applicable fees.

### Checks Bearing Notations

Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Two Signatures Required," "Void over \$1,000," "Payment in Full," and the like) whether on the front or back, in any format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.

## Cashing Checks for Others

You should not use your account to cash checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is counterfeit). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier's checks, will be paid.

## Stale Dated Checks

You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a "stale dated" check), even if the presentation occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale dated checks or to seek your permission to pay them.

## FUNDS AVAILABILITY DISCLOSURE

### Determining the Availability of Deposits

Our policy is to make funds from your deposit available to you on the first business day after the day we receive your deposit. At that time, you may withdraw your funds in cash, and we will use the funds to pay checks that you have written.

Funds from electronic direct deposits to your account will be available on the day we received the deposit. Electronic funds transfers withdrawn from another financial institution that you initiated through Cambridge Trust Company may not be available until the fourth business day after the date we received them.

### Determining the Day of Deposit

The day of deposit is considered the day a deposit is received by a teller on a business day we are open. Every day is a business day, except Saturdays, Sundays and legal holidays.

Deposits made at ATMs after the specified time at the following locations may be considered to have been made on the next business day that we are open:

- 2 p.m. for all banking office locations, other than Kendall Square, Cambridge, MA.
- Kendall ATM 5 p.m.

If you make a deposit at any time on a Saturday, Sunday or legal holiday, the day of deposit will be considered the following business day.

### Collection of Foreign Checks

A foreign check (a check drawn on a bank outside of the United States or on a branch of a United States bank located outside the United States) is accepted on a collection basis. The funds may be withdrawn only when we have received payment for the check and have credited it to your account. At that time, fees for collection will be deducted from the amount credited to your account.

### Longer Delays May Apply

Longer delays may apply under the following circumstances:

- We believe a check you deposited 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 months
- There is an emergency, such as failure of communications or computer equipment

We will notify you in writing if we delay your ability to withdraw funds for any reason, and we will tell you when the funds will be available. They will generally be available no later than the fourth business day after the date of your deposit.

## SPECIAL RULES FOR NEW ACCOUNTS

If you are a new client, the following special rules may apply during the first 30 days your account is open:

- Funds from electronic direct deposits to your account will be available on the day we receive the deposits.
- Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of treasurer's, cashier's, teller's, certified, travelers and federal, state and local government checks will be available on the first business day after the day of your deposit. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will be available on the ninth business day after the day we receive your deposit.

## OVERDRAFTS

If you do not have sufficient available funds on deposit to cover the amount of a check or other transaction(s) (e.g., in-person withdrawal, automatic payment, check, preauthorized debit (ACH), transfer, or other electronic transaction), we may return the check or reject the transaction without payment. Our policy is to decline to process any ATM withdrawal and/or any individual Debit Card transaction if, at the time authorization is requested, we have a reasonable belief that your account has insufficient funds to cover the transaction. With regard to checks or other transactions, we may elect, at our sole discretion, to create an overdraft by paying a check or permitting a transaction.

Note: if you make a deposit on the same day that an item or transaction creates an overdraft (a "temporary" or "intraday overdraft"), we may charge the fee for the overdraft since the covering deposit may not be posted until the end of the business day. We may also impose a fee for overdrafts created by deposited items that are returned. See our *Business Banking Fee Schedule* for more information.

If we permit an overdraft or otherwise allow your account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use subsequent deposits and other credits to the account, including without limitation deposits of government, welfare, retirement and Social Security benefits, to cover any overdraft existing in your account, to the fullest extent permitted by law. Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds. Our payment of any checks or transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawning accounts.

## BUSINESS BANKING FEE SCHEDULE

The Fee Schedule is part of your Account Agreement.

### ESCROW ACCOUNT SERVICE

Manage multiple client interest-bearing savings accounts linked to one master checking account.

### SUM<sup>SM</sup> PROGRAM

Cambridge Trust Company is a member of the SUM<sup>SM</sup> Program. Additional ATM surcharges will not be imposed on Cambridge Trust clients who use their cards at SUM-designated ATMs. However, Cambridge Trust does impose an ATM fee for transactions at non-Cambridge Trust Company ATMs except where otherwise noted.

### INCOMING WIRE INSTRUCTIONS

#### Wire to:

Cambridge Trust Company  
1336 Massachusetts Avenue  
Cambridge, MA 02138 USA

**ABA Routing Number:** 0113-0059-5

**SWIFT Code:** CAUPUS31

#### For Credit To:

Provide client name  
and account number

### OTHER FEES

Business ATM and debit card fees:

|  |                 |
|--|-----------------|
| ATM Transactions at non-Cambridge Trust ATM's                                    | <b>\$1</b>      |
| Debit cash advance   | <b>\$1</b>      |
| Debit replacement card   | <b>\$7.50</b>   |
| Deposited item returned unpaid   | <b>\$6.50</b>   |
| Expedited card replacement   | <b>\$40</b>     |
| Insufficient funds - returned item fee   | <b>\$35</b>     |
| Insufficient funds - overdraft paid fee  | <b>\$35</b>     |
| Collection item - Canadian   | <b>variable</b> |
| Collection item - other  | <b>\$30</b>     |
| Interim statement  | <b>\$25</b>     |
| Duplicate paper Statement Instruction monthly, per account                       | <b>\$2.50</b>   |
| International mailing address instruction paper statements, monthly, per account | <b>\$5</b>      |
| Stop payment   |                 |
| Manual   | <b>\$30</b>     |
| Business Online Banking  | <b>\$25</b>     |

Treasurer's check:

|            |            |
|------------|------------|
| Client     | <b>\$5</b> |
| Non-client | <b>\$7</b> |

|                  |            |
|------------------|------------|
| Bank money order | <b>\$2</b> |
|------------------|------------|

|                      |             |
|----------------------|-------------|
| Research: hourly fee | <b>\$25</b> |
|----------------------|-------------|

|                 |              |
|-----------------|--------------|
| Escheatment fee | <b>\$100</b> |
|-----------------|--------------|

|                                      |             |
|--------------------------------------|-------------|
| Levy/attachment processing fee up to | <b>\$50</b> |
|--------------------------------------|-------------|

|                                    |             |
|------------------------------------|-------------|
| Access to bulk storage (per visit) | <b>\$10</b> |
|------------------------------------|-------------|

|               |  |
|---------------|--|
| Wire transfer |  |
|---------------|--|

|                   |  |
|-------------------|--|
| Outgoing domestic |  |
|-------------------|--|

|        |             |
|--------|-------------|
| Manual | <b>\$30</b> |
|--------|-------------|

|                         |             |
|-------------------------|-------------|
| Business Online Banking | <b>\$20</b> |
|-------------------------|-------------|

|                   |             |
|-------------------|-------------|
| Incoming domestic | <b>\$12</b> |
|-------------------|-------------|

|                        |             |
|------------------------|-------------|
| Incoming international | <b>\$12</b> |
|------------------------|-------------|

|                        |  |
|------------------------|--|
| Outgoing international |  |
|------------------------|--|

|        |             |
|--------|-------------|
| Manual | <b>\$45</b> |
|--------|-------------|

|                         |             |
|-------------------------|-------------|
| Business Online Banking | <b>\$35</b> |
|-------------------------|-------------|

|                     |             |
|---------------------|-------------|
| International draft | <b>\$40</b> |
|---------------------|-------------|

|                         |             |
|-------------------------|-------------|
| Draw Down Wire Transfer | <b>\$35</b> |
|-------------------------|-------------|

## BUSINESS ONLINE BANKING SERVICE AGREEMENT

**1. The Bank will make available to the Company a computerized cash management system known as Business Online Banking (the "System"), which will enable the Company to gain computer access to account balance information and other services ("Transactions"). The Business Online Banking Service Application sets forth those accounts of the Company (the "Accounts"), which may be accessed by the Company under the terms of this Agreement.**

**2. Access to Information.** The Bank will provide the Company with computer access to such information regarding the Accounts as selected on your Enrollment Application.

**3. Services.** The following describes the services available on Business Online Banking.

• **Internal Transfers.** The Company may initiate transfers of funds between Accounts.

• **Bill Payments.** The Company can make one-time and from time to time payments from its designated bill payment Account to companies or individuals (Payees) Company selects using Bill Payment Service. Refer to the Bill Payment Disclosure for additional terms.

• **Automated Clearing House ("ACH") Transactions.** Upon Bank approval, the Company may arrange to initiate origination of ACH transactions (Direct Deposits, Direct Payments and Direct Debits). Refer to the Originating Depository Financial Institution - Originator (Corporate) Agreement (ACH) for terms, limitations and liabilities.

• **Stop Payments of checks issued by the Company.** The Company may initiate stop payment requests on checks it issues. Stop Payment requests are subject to the Terms and Conditions of Company's Account and are accepted on business days.

• **Wire Transfer Service.** Upon Bank approval, the Company may arrange to initiate wire transfers (in US dollars or Foreign Currency). Refer to the Commercial Funds Transfer Agreement - Business Online Banking for additional terms, limitations and liabilities.

**4. Company Responsibilities.** Company acknowledges that this Agreement does not supersede any of the Terms and Conditions governing Company's Accounts as disclosed on account signature card, Rules and Regulations, Account Disclosures or other documents previously provided and amended from time to time.

The following provisions shall be applicable to Transactions performed under the Services:

• Company agrees not to initiate any Transactions that would exceed the Account's Available Balance, according to Bank's records.

• Company agrees that Bank may act upon any Transaction request that is made as described in the Services above, whether or not the person initiating the request has the authority to do so.

• Bank will act upon any request after receipt by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other third party if such request is received prior to the Bank cutoff deadline applicable to the Service and the day of receipt is a business day. Any request received by Bank after the cutoff deadline may be treated as received by Bank on its next business day.

• Bank may reject any request which either in whole or in part, exceeds the Available Funds on deposit with Bank in the applicable Account. Bank may, at its discretion, create an overdraft to complete a request, and Company agrees to repay Bank immediately, the amount of the overdraft, whether or not demand is made. Bank is not obligated, however, to create any additional overdrafts or to give any notice that additional overdrafts will not be created, regardless of how many overdrafts may have been created previously.

• Bank may reject a request that does not conform in form and substance with the Bank's requirements.

• Company shall have no right to cancel or amend a request to initiate a Transaction after its receipt by Bank, except as provided in Section 6 below. If, however, Bank receives a request to cancel or amend a request, Bank at its option may make a reasonable effort to attempt to cancel or amend

the request if Bank has not yet acted upon it.

- Company acknowledges and agrees that a beneficiary's bank (including the Bank when it is the beneficiary's bank) may rely solely on the beneficiary account number in a funds transfer request or such number in a Bill Payment intended to carry out a funds transfer request even if the number identifies a person different from the person identified by name in the funds transfer request or Bill Payment, and Company agrees that a beneficiary's bank (including the Bank when it is acting as a beneficiary's bank) has no duty to detect any inconsistency in identification.
- Company acknowledges and agrees that the Bank and any intermediary bank may rely solely on the number that identifies an intermediary bank or beneficiary bank in a funds transfer request or in a Bill Payment intended to carry out a funds transfer request even if such number identifies a bank different from the intermediary bank or beneficiary bank identified by name in the funds transfer or payment order, and Company agrees that neither the Bank nor any intermediary bank shall have any duty to identify any inconsistency in identification.
- For funds transfer requests subject to the Uniform Commercial Code ("UCC") or applicable federal regulation, Bank will not be liable for any expense or claim arising out of or relating to its performance other than those damages required to be paid under the applicable UCC or applicable federal regulation, provided, however, that Bank shall not be liable for any damages to the extent otherwise provided in the agreement. In no event will Bank be liable for any special, indirect, exemplary or consequential damages, including but not limited to lost profits. Bank shall not be responsible for the acts or omissions of any funds transfer system, any Federal Reserve Bank, any intermediary or beneficiary's bank, or any recipient of a payment or a payment order intended to carry out a funds transfer request and no such person or entity shall be deemed to be Bank's agent.
- The Company shall be liable for any expenses the Bank incurs in collecting what is owed in connection with the Service, to the extent permitted by law, including reasonable attorney's fees and court costs. The Services provided are provided by the Bank and may be revoked at any time.

**5. Authorization.** Company represents and warrants that all Transactions hereunder shall be properly authorized and Bank shall have no obligation to verify, by telephone or by any other means, any Transaction request.

## **6. Canceling Transactions.**

**a. Canceling Payments.** To cancel future dated payments, Company must sign into Business Online Banking and follow the prompts provided. Company may cancel a payment up to the date Company scheduled it for processing. Instructions must be transmitted by Company prior to the cutoff time on the date the transaction was scheduled to be processed.

**b. Stop Payment On Checks Company Issues.** Please refer to ***Business Deposit Account Terms and Conditions***.

**c. Internal Account Transfers.** The Company cannot cancel an internal transfer.

**d. Wire Transfers.** Please refer to the ***Commercial Funds Transfer Agreement*** – Business Online Banking. If Company cancels a payment in accordance with the above instructions and Bank does not honor Company's instructions, Bank will only be liable for Company's economic losses or damages related to the specific transaction.

## **7. Security Measures and Operating Procedures.**

**a. General.** By using the Business Online Banking Service, Company acknowledges and agrees that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. Company recognizes that the System is the property of a third party and agrees to comply with such procedures and requirements as may be established from time to time by the owner of the System or by Bank. Company agrees not to disclose any proprietary information regarding the System to any third party, to comply with such security measures and recognition procedures as may be established from time to time by Bank or by the owner of the System, to maintain the confidentiality of all user numbers and passwords which it adopts or which are assigned to it by the owner of the System or by Bank and to take such other measures as may be appropriate to prevent unauthorized access to the System. Company should notify Bank immediately, by telephone or email and in writing, if it believes that its Passcode(s) have become known to an unauthorized person or third party or that an unauthorized person or third party has gained access to the System.

**b. Users.** The Company shall designate an individual as its authorized representative ("Business Online Banking Authorized Representative"). The Business Online Banking Authorized Representative will have access to all Business Online Banking services and all Company accounts on the Business Online Banking system. The Business Online Banking Authorized Representative will be able to add, delete, or edit information with respect to all other Company users (collectively, the Business Online Banking Authorized Representative and the other Company users are the "Users"). Further, the Business Online Banking Authorized Representative can assign service-level and account-level entitlements to Users (as described in subsection C below).

Each User will receive a user ID and password (the "Passcode"). The Passcode assigned to the Business Online Banking Authorized Representative will enable him or her to have the access levels and entitlements described in the immediately preceding paragraph. The Passcode assigned to each other User will enable him or her to have the access levels and entitlements determined by the Authorized Representative. Each User must keep these confidential. By giving a User its Business Online Banking Passcode(s), Company is authorizing that User to access its accounts through Business Online Banking, and is responsible for all Transactions the User performs on the accounts via Business Online Banking. All Transactions that User performs, even those Company did not intend or want performed, are authorized Transactions. If the Authorized Representative notifies Bank that the User is no longer authorized then Transactions that User performs after the time Bank receives and accepts Company's notice are considered unauthorized. Transactions that Company or someone acting with Company initiates with fraudulent intent are also authorized Transactions. Company should instruct each User to sign off after every Business Online Banking session and close its browser to ensure confidentiality.

**c. Wire Transfer Operating Procedures.** Through the Business Online Banking user setup process the Company, through its Business Online Banking Authorized Representative can place the following types of limits on other Users:

**1. Account Restrictions:** The account(s) from which a specific User can initiate wire transfers may be restricted.

**2. Wire Type Restrictions:** The type of wire transfer a specific User may originate from the Company's accounts (e.g. repetitive wires versus one-time wires) may be restricted.

**3. Wire Function Restrictions:** The specific wire function (e.g., initiating versus transmitting a wire) a specific User may perform may be restricted.

See Section 17, Notices, for the telephone number, email address and mailing address.

**8. Protecting Company Passcodes.** Company agrees to:

1. Keep its Passcode(s) secure and strictly confidential, providing it only to authorized signers on its account(s);
2. Instruct each User to whom a Passcode is provided that he or she is not to disclose it to any unauthorized person; and
3. Immediately notify Bank and select a new Passcode if it believes its Passcode may have become known to an unauthorized person.

Company agrees that Bank may send notices and other communications including Passcode confirmations, to the current address shown in Bank's records, whether or not that address includes a designation for delivery to the attention of any particular individual.

Company further agrees that Bank will not be responsible or liable to Company in any way if information is intercepted by an unauthorized person, either in transit or at its place of business.

BANK WILL HAVE NO LIABILITY TO COMPANY FOR ANY UNAUTHORIZED TRANSACTION MADE USING ITS PASSCODE THAT OCCURS BEFORE COMPANY HAS NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND BANK HAS RECEIVED AND ACCEPTED NOTICE AND HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

Bank may suspend or cancel Company's Passcode even without receiving notice from Company, if Bank suspects the Passcode is being used in an unauthorized or fraudulent manner.

## 9. Service Availability and Cutoff Times

**a. Business Days.** For Business Internet Banking Bill Payment Services, our business days are Monday through Friday, excluding bank holidays. To have a payment processed on the same business day, we must receive your instructions before the end of our business day. If you request a payment for a future date, we process the transaction at the close of business on that date, only if it's a business day. If the date you request is not a business day, or if we receive your instructions after the end of the business day, we process the transaction on our next business day.

**b. Service Hours.** Business Online Banking Services are available 24 hours a day, 365 days a year. However, scheduled maintenance may occur between Saturday 6 p.m. and Sunday 1 p.m. Eastern Time.

**c. Business Online Banking support.** Toll free support is available, business days, from 8 a.m. to 8 p.m. Eastern Time at **(877) 650-0094**.

**d. Cutoff Times:**

**Bill Payment:** 9 p.m. Eastern Time  
**Internal Transfers:** 6 p.m. Eastern Time  
**A.C.H.:** 5 p.m. Eastern Time  
**Stop Payments:** 9 p.m. Eastern Time  
**Wire Transfers:** 3 p.m. Eastern Time

**10. Limitation of Liability.** In addition to and not in limitation of the limitations provided in the Commercial Funds Transfer Agreement – Business Online Banking with respect to Bank's liabilities for wire transfers, Bank's duties and responsibilities are limited to those described in this Agreement. Bank will use reasonable care in performing its responsibilities under this Agreement and will be responsible for any loss sustained by Company only to the extent that such loss is caused by Bank's gross negligence or willful misconduct. Bank will not be responsible for liability, loss or damage resulting from any delay in the performance of, or failure to perform, or adequately perform any of its responsibilities under this Agreement.

Under no circumstances will Bank be liable if Bank or its authorized third parties are unable to complete any payment or transfer initiated via Business Online Banking due, but not limited to, the existence of any one or more of the following circumstances:

- Company's payment does not appear on the Pending Payment List at the time it initiates a bill payment or modification of a bill payment;
- Company's wire transfer does not appear as "Transmitted" on "Wire History Reports" prior to the designated cutoff time;
- If Company's designated Accounts do not contain sufficient available funds to complete the Transaction.
- The funds in Company's Accounts are subject to legal process or other encumbrance restricting such payment or transfer;
- The Company's wire transfer instruction contains insufficient data to process the transfer; Company's subscription to Business Online Banking has been terminated for any reason;
- Business Online Banking, Company's equipment, the software, or any communications link is not working properly and Company knows or has been advised by Bank about the malfunction before it attempted to execute the Transaction or, in case of an automatic or recurring payment or transfer, at the time such payment or transfer should have occurred;
- Company has not provided Bank with the correct information for those Payees to which it wishes to direct payment or accounts to which it wishes to make transfer;
- The Payee mishandles or delays crediting of any payments sent by Bank on Company's behalf;
- Circumstances beyond Bank's control (such as, but not limited to fire, flood, or interference from an outside source) prevent the proper execution of the Transaction and Bank has taken reasonable precautions to avoid these circumstances.

BANK IS NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY CAUSED BY COMPANY'S EQUIPMENT OR SOFTWARE.

THIS LIST IS NOT ALL INCLUSIVE.

UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO COMPANY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF BANK IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

**11. Limitation of Warranties.** BANK MAKES NO REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH REGARD TO BUSINESS ONLINE BANKING.

**12. Fees and Charges.** Micro (Single-User) Service and Bill Payment services are available for no monthly charge. Standard (Multi-User) Service features are available for a fee of \$15 per statement cycle. Premium (Multi-User) Service features are available for a fee of \$55 per statement cycle. Premium Service features utilize enhanced security with token authentication technology. A one-time set-up fee of \$50 per token user applies. Contact your relationship manager for details. Transaction fees also apply. See **Business Fee Schedule** for current charges. Premium Service fees may be offset with an earnings allowance. For each wire transfer initiated through Business Online Banking, at the time of the initiation, Bank will charge its scheduled service fee for such service from the account out of which the transfer is made. Transaction fees also apply. See **Business Fee Schedule** for current charges.

**13. Account Limitation.** The Micro Service Plan is available if the Company has a maximum of three (3) accounts open with the Bank. In the event that a Company which is enrolled in the Micro plan has four (4) or more accounts open with the Bank, they will automatically be converted to the Standard Service Plan and be subject to any corresponding fees.

**14. Indemnification.** Company agrees to indemnify, defend and hold Bank, its employees, agents, officers and directors harmless from and against all liability, cost and expense, including attorneys' fees, incurred by Bank in connection with this Agreement or the performance of its duties hereunder, or arising out of any violation by Company of rights in the System.

**15. Privacy.** Bank recognizes that its customers and other visitors who interact with Cambridge Trust Company via electronic media have an expectation of privacy in their dealings with it. Please refer to the **Cambridge Trust Company Privacy Notice** at the end of this brochure or on our website at [www.cambridgetrust.com](http://www.cambridgetrust.com).

**16. Amendment.** Bank may amend this Agreement with written notice to Company at any time. By continuing to use any of the Services after the effective date of a change, Company has indicated its agreement with the change.

**17. Termination.** Business Online Banking and this Agreement remain in effect until Company or Bank cancels them. Company may cancel Business Online Banking and this Agreement at any time by notifying Bank of its intent to cancel in writing, to the address in Section 18. Notices. Bank may cancel Company's Business Online Banking service and this Agreement at any time. This cancellation applies to Business Online Banking and does not terminate Company's Accounts.

**18. Notices.** All notices and other communications under the terms of this Agreement, except as otherwise provided herein, shall be in writing and shall be sent by first-class mail or hand delivered.

### Written Notice to Bank shall be to:

Cambridge Trust Company  
Client Resource Center  
P.O. Box 380186  
Cambridge, MA 02238-0186

### Telephone Notice to Bank shall be to:

Normal Business Hours: **(844) 251-4244**

### Email Notice to Bank shall be to:

Business Online Banking@cambridgetrust.com

Notices to Company shall be to the address recorded in the Bank's files.

**19. Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**20. Third Party.** No person or entity not a party to this Agreement shall have any rights or interest in or to this Agreement.

**21. Assignment.** This Agreement may not be assigned by Company.

**22. Binding Effect.** This Agreement shall be binding upon and for the benefit of Company and Bank.

**23. The provisions of Section 10 shall survive termination of this Agreement.**

# ELECTRONIC DOCUMENT SERVICE DISCLOSURE AND AGREEMENT

By accepting the terms of this agreement, you are electing to receive your deposit and loan account statements and certain disclosures and notices electronically, and you agree that Cambridge Trust Company (Bank) may provide these communications to you in electronic form in lieu of paper form in accordance with these terms.

**Definitions.** As used in this agreement, the words "you" and "your" refer to the individual who is identified on our records as an owner or authorized signer on the account. The words "we", "us", "our" and "CTC" refer to Cambridge Trust Company. "eDocument" refers to the periodic statement, disclosure or notice provided to you by "CTC" via electronic delivery.

**The Scope of Your Consent.** Your consent to electronic delivery covers the following categories of communications from us:

- Periodic and annual statements you are provided in connection with the accounts for which we offer, and you select electronic delivery, whether now or in the future.
- Disclosures that are required and may be provided on your periodic statements, including, but not limited to the Error Resolution Notice required by the Federal Electronic Fund Transfer Act and Massachusetts General Laws Chapter 167B and the Billing Rights Statement required by the Federal Truth in Lending Act and Massachusetts General Laws Chapter 140D.
- Notices and other communications we may send to you, including, but not limited to notices regarding changes to the terms of your account. Your continued use of the eDocument service following such communication will constitute your acceptance of the revised terms.
- If your account is joint with another person or persons, one of you may consent to electronic delivery and that person's election to receive eDocument shall apply to both or all of you. eDocuments we send to one joint account owner shall be considered communicated to both or all owners.
- You understand that once we process your request, we will discontinue mailing printed account statements to your mailing address of record.
- You further agree to use CTC's Internet Banking Services to acknowledge that consent of eDocument delivery is a requirement of the terms of the CTC's Internet Banking Service and cancellation of eDocument delivery may result in the cancellation of the CTC Internet Banking Service.

**How We Will Provide Electronic Statements.** You must be enrolled in Business Online Banking/Online Banking ("CTC Online Banking System") and provide a valid e-mail address for our notification purposes in order to access your eDocuments. Each statement period we will send you an e-mail notice advising you of the availability of your eDocument. Once you receive our e-mail notice you may then access your current eDocument at the CTC Online Banking system website. Your eDocument may be accessed for a period of up to 13 months after it is first made available to you. If an e-mail we send to your e-mail address of record is returned as undeliverable we will attempt to contact you by telephone or U.S. mail.

**Requesting a Paper Copy of a Statement.** You may request a paper copy of any eDocument, check image, disclosure or notice received electronically under this agreement by writing to us at the address for notices below within seven years after we provided the statement, image, disclosure or notice to you electronically. You may be charged a fee for a duplicate copy, as described in our then current Fee Schedule.

**Hardware and Software Requirements.** To access CTC Online Banking and your eDocument, you must have a PC or Macintosh® computer with Internet access and browser software that supports 128-bit encryption.

At a minimum, your computer should be equipped with:

- 133 MHz processor
- 64 Mg of memory
- 56k Modem
- 800x600 screen resolution

You will also need Adobe® Reader® software version 5.0 or higher. You may download Adobe Reader for free at [www.adobe.com](http://www.adobe.com).

To retain a printed copy of your eDocuments, you will need a printer attached to your computer that is capable of printing from your Internet web browser.

We will notify you of any change to software or hardware requirements needed to access your eDocument.

**Your Duty to Review Your eDocuments.** You will receive an e-mail notifying you of the availability of your eDocument. You must promptly access and review your eDocument and notify us within the applicable time period specified in our Electronic Banking Agreement of any error, unauthorized transaction, or other discrepancy. The applicable time period within which you must notify us begins on the day we send you the e-mail notification, regardless of when you receive or open your eDocument.

**System Access.** Access to eDocuments may be unavailable at times due to scheduled maintenance, unscheduled maintenance, or system outage. In addition, both environmental and physical events may occur that may cause the system to become unavailable. We will make every reasonable effort to ensure the availability of the system. However, we are not liable for the unavailability of the system or any damage that may result from system unavailability.

**Disclaimer of Warranties.** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eDocuments services provided to you under this agreement. Except as otherwise required by law, you agree that we and our officers, directors, employees and agents are not liable for any indirect, incidental, special or consequential damages relating to your use of the eDocument services. You acknowledge that your sole and exclusive remedy in the event of your dissatisfaction is to cease use of the services.

**Updating Your Contact Information.** It is your responsibility to provide us with an accurate and complete e-mail address, postal address, and telephone number. You must promptly notify us of any change in your contact information. You may change your e-mail address with us through the CTC Online Banking system. You may notify us of changes to your postal address and telephone number by contacting us as described below. Contacting Us The best way to communicate with us about your eDocument, or your account is to contact our Customer Resource Center. The Customer Resource Center can be reached at **(844) 251-4244**, Monday through Friday, 8:30 a.m. - 5 p.m. Eastern Time or e-mail us at [customerservice@cambridgetrust.com](mailto:customerservice@cambridgetrust.com).

**CTC Right to Terminate.** We reserve the right, in our sole discretion, to discontinue providing statements to you electronically and revert to paper statements or to change the terms of this agreement at any time. We will provide you with notice of any such termination or change as required by law. Changes in Term We will advise you of any changes in the terms of this agreement, either by e-mail or by U.S. mail, addressed to your address in our records. If you do not agree to the change, you may notify us to cancel your eDocument and CTC Internet Banking Service.

**Verification of Ability to Obtain Statements Electronically.** Federal law requires that you demonstrate to us that you can access your statement, our notice or other communication in the same manner that it will be provided. Your consent to electronic delivery by clicking the button labeled "I agree" within CTC Online Banking demonstrates to us that you have the minimum hardware and software specifications described above.

By clicking the button labeled "I agree", I certify that I have read the above agreement and agree to its terms. I assent to use of e-mail messages sent to the e-mail address I have supplied. I request electronic delivery of the communications listed above. I understand that CTC will discontinue mailing my statements to my address of record. I have access to a computer that meets the technical requirements set forth above, including access to a printer or the ability to download information in order to keep copies for my records. My click on the "I agree" button shall operate as my original signature.

## BILL PAYMENT SERVICE DISCLOSURES

**Description of Bill Payment Service.** Company can make one-time and from time to time payments from accounts to companies or individuals (Payees) it selects using Bill Payment Service on Business Online Banking. This Disclosure and the Business Online Banking Service Agreement describe the terms and conditions of Bill Payment service. Company may wish to print and retain for future reference.

**Processing Payments.** Payments can be one-time or from time-to-time payments from Company's Account(s) to Payees. Company may verify that a payment has been processed by signing into Business Online Banking the business day following the payment. This verification does not assure that the payee has properly credited your account. Company should contact the Payee for this verification.

Bank processes payments through a third party Bill Payment service. The bill payment service processes payments via electronic transmission or by bank check. Payments made electronically are generally received and credited by Payee within four business days. Payments made by bank check are generally received and credited by Payee within five business days.

Company should schedule payments at least seven business days in advance of the payment due date. Bank is not responsible for postal or Payee processing delays. Bank deducts the amount of the payment from Company's Account on the date the payment is scheduled to be processed by Bank. Bank must receive Company's instructions before the end of the business day for the payment to be initiated on that business day. Bank processes future dated payments at the close of business on the designated date only if it is a business day. If it is not a business day, the transaction will be processed on Bank's next business day.

In the event that you do not adhere to your obligations in the Disclosure, or you initiate a payment fewer than the number of days before the payment due date required for a particular merchant, you will bear full responsibility for all penalties, late fees and damages proximately caused by your scheduling, and the Bank will not be liable for any such charges.

**Bill Payment Restrictions.** You may not use Bill Payment to transmit child support, alimony or other court-directed payments, nor to pay taxes or make other payments to government agencies. At this time, you may not make payments to foreign vendors or persons. The Bank reserves the right to limit the total amount of bill payments made each day.

**Cutoff Times, Business Days, Service Hours.** Refer to section 9 of the Agreement

**Privacy.** The Bank recognizes that its customers and other visitors who interact with Cambridge Trust Company via electronic media have an expectation of privacy in their dealings with us. Please refer to the **Cambridge Trust Company Privacy Notice** at the end of this brochure or on our website at [www.cambridgetrust.com](http://www.cambridgetrust.com).

**Monthly Service Charge.** There are no fees related to Bill Payment Services.

**Cancelling Your Business Internet Banking Bill Payment Service.** When Company cancels Bill Payment Service, future scheduled payments will be canceled. Company should cancel scheduled payments prior to notifying Bank that it is discontinuing the service. Bank will cancel any scheduled payments within two business days after the business day it receives Company's cancellation notice. If Company closes its designated checking account, or if the Account is no longer linked to Business Online Banking, Bill Payment Services will end, and any unprocessed payments will be canceled.

**Initiating Payment Inquiries.** To initiate a payment inquiry email the inquiry via the Business Online Banking site, Customer Support or call **(877) 650-0094**. Allow at least five business days for the payment to be received and processed by payee before initiating a payment inquiry.

**Reporting Unauthorized Use.** If you believe your Passcode has been compromised, contact us immediately at **(877) 650-0094** to disable your service.

To report unauthorized transactions call us at **(844) 251-4244**. Customer Service is available Monday through Friday, 8 a.m. to 5:30 p.m.

**You may also write us at:**

Cambridge Trust Company  
Attn: Business Online Banking Services  
PO. Box 380186  
Cambridge, MA 02238-0186

**Or email via the Business Online Banking site: Customer Support** Or at  
[BusinessOnlineBanking@cambridgetrust.com](mailto:BusinessOnlineBanking@cambridgetrust.com)

## PRIVACY NOTICE

Rev. November 2019

Cambridge Trust values the personal relationship we share with each client, and we are committed to doing whatever we can to protect your personal information and privacy.

### FACTS

#### WHAT DOES CAMBRIDGE TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?

#### WHY?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### WHAT?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

#### HOW?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Cambridge Trust Company chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information  | Does Cambridge Trust Company share? | Can you limit this sharing? |
|---|-------------------------------------|-----------------------------|
| <b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or credit bureaus | Yes                                 | No                          |
| <b>For our marketing purposes —</b> to offer our products and services to you   | No                                  | We don't share              |
| <b>For joint marketing with other financial companies</b>   | No                                  | We don't share              |
| <b>For our affiliates' everyday business purposes —</b> information about your transactions and experiences   | No                                  | We don't share              |
| <b>For our affiliates' everyday business purposes —</b> information about your creditworthiness   | No                                  | We don't share              |
| <b>For our affiliates to market to you</b>  | No                                  | We don't share              |
| <b>For nonaffiliates to market to you</b>   | No                                  | We don't share              |

## QUESTIONS?

Call **(844) 251-4244** CTC Privacy

### Who we are

|                               |                         |
|-------------------------------|-------------------------|
| Who is providing this notice? | Cambridge Trust Company |
|-------------------------------|-------------------------|

### What we do

|  |  |
|--|--|
| <b>How does Cambridge Trust Company protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.  |
| <b>How does Cambridge Trust Company collect my personal information?</b> | We collect your personal information, for example, when you: <ul style="list-style-type: none"><li>• open an account or deposit money</li><li>• pay your bills or apply for a loan</li><li>• use your credit or debit card</li></ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.  |
| <b>Why can't I limit all sharing?</b>                                    | Federal law gives you the right to limit only <ul style="list-style-type: none"><li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li><li>• affiliates from using your information to market to you</li><li>• sharing for nonaffiliates to market to you</li></ul> State laws and individual companies may give you additional rights to limit sharing. |

### Definitions

|                        |   |
|------------------------|---|
| <b>Affiliates</b>      | <ul style="list-style-type: none"><li>• Companies related by common ownership or control. They can be financial and nonfinancial companies.</li><li>• <i>Cambridge Trust Company has no affiliates.</i></li></ul>   |
| <b>Nonaffiliates</b>   | <ul style="list-style-type: none"><li>• Companies not related by common ownership or control. They can be financial and nonfinancial companies.</li><li>• <i>Cambridge Trust Company does not share with nonaffiliates so they can market to you.</i></li></ul> |
| <b>Joint marketing</b> | <ul style="list-style-type: none"><li>• A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</li><li>• <i>Cambridge Trust Company does not jointly market to you.</i></li></ul>             |

If you have any questions about this Privacy Notice, please contact us either through your office manager, email [crc@CambridgeTrust.com](mailto:crc@CambridgeTrust.com) or by mail at:

Cambridge Trust  
Attn: Compliance Officer  
P.O. Box 380186  
Cambridge, MA 02238-0186

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## How to Contact Us

We're here to help you personally with anything you need, including choosing the account that's right for you.

To get in touch with us, please:



Call  
(844) 251-4244



Email  
[crc@CambridgeTrust.com](mailto:crc@CambridgeTrust.com)



Visit Our Website  
[CambridgeTrust.com](http://CambridgeTrust.com)



Access Private Line Telephone Banking  
(617) 254-BANK (2265) or (800) 876-6406



Stop by Your Local Office

For a complete list of our locations and office hours, go to [www.CambridgeTrust.com/locations](http://www.CambridgeTrust.com/locations)

## ATM Networks Worldwide



**CAMBRIDGE**  
— TRUST —

PRIVATE BANKING WEALTH MANAGEMENT

MEMBER FDIC