

BUSINESS BANKING

# Account Disclosures and Rules & Regulations

*Funds Availability Disclosure*

CAMBRIDGE  
— TRUST —

PRIVATE BANKING WEALTH MANAGEMENT

**This disclosure contains important information about your account and should be retained for future reference. Please consult our rate sheet, speak with a Customer Service Representative, visit our website ([www.cambridgetrust.com](http://www.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"). By signing a Cambridge Trust Company deposit account signature card and Commercial Deposit and Borrowing Resolutions and Authorities, 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**.)

**Minimum Balance Requirements:**

**Minimum balance required to earn the disclosed annual percentage yield on an interest bearing account:** We use the collected balance in your account to determine the minimum balance required to earn the disclosed annual percentage yield. For Certificates of Deposit there is no minimum balance to earn the APY.

**Minimum Balance to Open an Account –** For all accounts but Certificates of Deposit there is no minimum balance to open. Refer to the Certificate of Deposit disclosures for minimum deposit to open.

## ■ BUSINESS BANKING SUITE

- This is a non-interest-bearing checking account.
- This account rewards the customer for their entire banking relationship, including related consumer Premium and Premium Plus Relationship checking accounts.
- You have the potential to earn free wires, and Premium BizBanker and Remote Deposit Capture fee discounts based on the size and depth of your relationship.
- Your actual activity and account balances, as outlined in our Fee Schedule and Points System, will determine which Type you qualify for. If you are in Type 2 or 3, and you no longer meet their requirements for three consecutive qualification months, you will be reassigned to a new Type based on your most recent qualification period. If you qualify for a higher Type level, you will be moved into the new Type immediately starting in the next qualification cycle.
- If you no longer meet the minimum balance requirements for Type 1, you will only be assessed a fee after you do not meet those requirements for three consecutive qualification months and all cycles thereafter where you no longer meet the minimum balance requirements.
- A qualification cycle is the period beginning 3 days prior to the current statement start date until three days prior to the close of the current statement.
- Your monthly average collected business cycle to date combined balances are determined by pooling your Business Banking Suite, Business Premium Savings, Business Money Market and Business Statement Savings accounts for which the business has direct ownership during the qualification cycle.
- Your monthly average collected personal cycle to date combined balances are determined by pooling your non-Certificate of Deposit consumer deposit balances that the businesses principle owners have direct ownership during the qualification cycle and have requested these accounts be linked to their Business Banking Suite account.
- Combined Business balances are not commingled with Consumer Combined balances for the purpose of determining the Business Banking Suite product's minimum balance.
- Subject to a monthly paper statement instruction fee. To waive the paper statement instruction fee you must enroll in online banking with eStatements. Please refer to our **Business Banking Fee Schedule**.
- Refer to our **Business Banking Fee Schedule** to see a complete list of rewards and fees.

## ■ **COMMERCIAL CHECKING ACCOUNT**

- This is a non-interest-bearing account.
- This checking account receives an earnings credit allowance based on the average collected balance maintained during the month.
- The earnings credit allowance is variable, at the discretion of the Bank, and may change without notice at any time.
- The current earnings credit allowance is \_\_\_\_\_%.
- The monthly earnings credit allowance will partially or fully offset monthly maintenance and certain fees.
- Subject to a monthly paper statement instruction fee. To waive the paper statement instruction Fee you must enroll in online banking with eStatements. Please refer to our **Business Banking Fee Schedule**.
- Refer to our **Business Banking Fee Schedule** for information about monthly maintenance and other fees.

## ■ **NON-PROFIT INTEREST CHECKING ACCOUNT**

- Available to qualified Non-Profits.
- The current interest rate is \_\_\_\_\_% with a current annual percentage yield (APY) of \_\_\_\_\_%.
- There is no minimum balance to open.
- You must maintain a minimum balance of \$1,500 in the account each day in order to obtain the disclosed APY.
- The minimum daily balance to avoid monthly maintenance and transaction fees is \$1,500.
- There is no limit on the number of checks or deposits you may make with this account.
- Subject to a monthly paper statement instruction fee. To waive the paper statement instruction fee you must enroll in online banking with eStatements. Please refer to our **Business Banking Fee Schedule**.
- Refer to our **Business Banking Fee Schedule** for additional information about other fees for all accounts.

## ■ **BUSINESS/NON-PROFIT MONEY MARKET INVESTMENT ACCOUNT**

- The current interest rate is \_\_\_\_\_% with a current annual percentage yield (APY) of \_\_\_\_\_%.
- You must maintain a minimum balance of \$5,000 in the account each day in order to obtain the disclosed APY.
- The minimum daily balance to avoid a monthly maintenance fee is \$5,000.
- 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. The determining factor will be the date the check is presented to the Bank. You may make unlimited deposits and withdrawals or transfers to another account with any Cambridge Trust Company teller or ATM. Debit card and POS transactions not available.
- For each check in excess of three presented to the Bank during each statement cycle, an excess activity fee will apply.
- Refer to our **Business Banking Fee Schedule** for information about monthly maintenance and other fees.
- If you exceed your transaction limit twice during any five-month period, or on more than an occasional basis, we will convert your Business/ Non-Profit Money Market Investment account to a Commercial Checking account, or Non-Profit Interest Checking account.

- Business MMIA customers may not use this account as a daily deposit account.
- Subject to a monthly paper statement instruction fee. To waive the paper statement instruction fee you must enroll in online banking with eStatements. Please refer to our **Business Banking Fee Schedule**.

## **BUSINESS/NON-PROFIT STATEMENT SAVINGS ACCOUNT**

- The current interest rate is \_\_\_\_\_% with a current annual percentage yield (APY) of \_\_\_\_\_%.
- There is no minimum balance required to obtain the disclosed APY.
- The minimum daily balance to avoid a monthly maintenance fee is \$200.
- You may make three withdrawals during each statement cycle. For each withdrawal in excess of three, an excess activity fee will apply.
- Refer to our **Business Banking Fee Schedule** for information about monthly maintenance and other fees.
- You may make six third-party transfers (including transfers to another account and preauthorized payments) from your account during each statement cycle. If you exceed your transaction limit twice during any five-month period or on more than an occasional basis, we will convert your account to a Commercial Checking account or a Non-Profit Interest Checking account.
- POS and debit card transactions are not available.
- Business Statement Savings account customers may not use this as a daily deposit account.
- Subject to a monthly paper statement instruction fee. To waive the paper statement instruction fee you must enroll in online banking with eStatements. Please refer to our **Business Banking Fee Schedule**.

## **BUSINESS PREMIUM SAVINGS ACCOUNT**

- There is no minimum balance to open.
- The minimum daily balance to avoid monthly maintenance fees is \$5,000.
- You may make six third-party transfers (including transfers to another account and preauthorized payments) from your account during each statement cycle. If you exceed your transaction limit twice during any five month period or on more than an occasional basis, we will convert your Business Premium Savings account to a Commercial Checking account.
- Rate information and minimum balance to earn the annual percentage yield:
  - ▲ Tier 1: Each day the collected daily balance is \$100,000 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
  - ▲ Tier 2: Each day the collected daily balance is \$50,000 or more but less than \$100,000 the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
  - ▲ Tier 3: Each day the collected daily balance is \$10,000 or more but less than \$50,000 the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
  - ▲ Tier 4: Each day the collected daily balance is \$5,000 or more but less than \$10,000 the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
  - ▲ No interest is earned on any day the collected daily balance is less than \$5,000.
- Subject to a monthly paper statement instruction fee. To waive the paper statement instruction fee you must enroll in online banking with eStatements. Please refer to our **Business Banking Fee Schedule**.

## FIXED RATE CERTIFICATE OF DEPOSIT

- The current interest rate for your fixed rate certificate of deposit is \_\_\_\_\_% with a current annual percentage yield (APY) of \_\_\_\_\_%.
- The maturity date of your fixed rate certificate is \_\_\_\_\_.
- You may withdraw the interest at any time after it is credited to your account. However, in order to obtain the current annual percentage yield you must allow all interest earned to remain on deposit until the maturity of the certificate. A withdrawal of interest will reduce your earnings.
- Interest is compounded daily and credited monthly to your account, from the date of deposit of your funds to the date of withdrawal.
- The minimum deposit to open a fixed rate certificate is \$1,000. Periodically the Bank may offer special fixed rate certificates with a higher minimum deposit with money not currently on deposit at Cambridge Trust Company. Please see a bank representative for details.
- The minimum deposit to open a fixed rate SEP Individual Retirement Account certificate is \$500.
- After the certificate is opened, you may not make deposits into the certificate.
- If a withdrawal of principal is made from the certificate before the maturity date, an early withdrawal penalty as shown will be imposed:

### 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 Year

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.

- 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 type of account. Because the Bank does not know what the annual percentage yield will be at the time of maturity, you may speak to a customer service representative or visit our website at [www.cambridgetrust.com](http://www.cambridgetrust.com) to obtain the current annual percentage rate and current annual percentage yield on fixed rate Certificates of Deposit.
- 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 of deposit during the grace period, interest accrued during the grace period will not be paid.** The interest rate and annual percentage yield at renewal may be different from the interest rate and annual percentage yield on the original certificate. Account must be open on date interest is credited in order to receive accrued interest.

## ■ VARIABLE RATE CERTIFICATE OF DEPOSIT

- The current interest rate for your variable rate certificate of deposit is \_\_\_\_\_% with a current annual percentage yield (APY) of \_\_\_\_\_%.
- The maturity date of your variable rate certificate is \_\_\_\_\_.
- You may withdraw the interest at any time after it is credited to your account. However, in order to obtain the variable APY disclosed you must allow all interest earned to remain on deposit until the maturity of the certificate. A withdrawal of interest will reduce your earnings.
- The interest rate and APY are variable at the discretion of the bank, and may change at any time.
- Interest is compounded daily and credited monthly to your account, from the date of deposit of your funds to the date of withdrawal.
- The minimum opening deposit for a variable rate certificate of deposit is \$1,000.
- The minimum opening deposit for a variable rate SEP Individual Retirement Account certificate is \$500.
- After the certificate is opened, you may make additional deposits into the certificate without changing the maturity date.
- If a withdrawal of principal is made from the certificate before the maturity date, an early withdrawal penalty will be imposed at an amount equal to six months' interest on the amount withdrawn at the simple interest rate currently being paid on the certificate.
- We will notify you in writing at least twenty (20) days prior to the maturity date of your certificate. 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 type of account.
- The certificate will renew automatically at maturity unless prior instructions have been received. 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 of deposit during the grace period, interest accrued during the grace period will not be paid.** The interest rate and annual percentage yield at renewal may be different from the interest rate and annual percentage yield on the original certificate. Account must be open on date interest is credited in order to receive the accrued interest.
- Please speak with a Client Advisor, or visit our website at [www.cambridgetrust.com](http://www.cambridgetrust.com) to obtain the current interest rate and current annual percentage yield for your variable rate certificate of deposit. Account must be open on date interest is credited in order to receive accrued interest.

# RULES & REGULATIONS

## DEPOSIT ACCOUNT AGREEMENT

For additional information about the terms and conditions of deposit accounts, please refer to the Deposit Account Agreement you receive when you open your account.

### 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 fund 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 and you have not contacted us about your account for the period of time prescribed by Massachusetts law your account may be considered abandoned property, and must be turned over to the Commonwealth. 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. An escheatment fee may be charged for the processing of the abandoned property to the Commonwealth.

### **Amendments and Termination**

We may change these **Rules and Regulations** and the **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 \$1,000.00,” “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 for 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 fifth 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:

- 2:00 P.M. for all branch locations, other than Kendall.
- Kendall ATM 5:00 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 \$5,000 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.

# How Can We Help?

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

Learn more by speaking with a Cambridge Trust business banking advisor.

## TELEPHONE US

617-876-5500

## EMAIL US

[customerservice@cambridgetrust.com](mailto:customerservice@cambridgetrust.com)

## VISIT US ON THE WEB

[www.cambridgetrust.com](http://www.cambridgetrust.com)

## ACCESS PrivateLINE TELEPHONE BANKING

617-254-BANK (2265) or 800-876-6406

## VISIT YOUR LOCAL BRANCH

For a list of locations,

Visit [www.cambridgetrust.com/locations](http://www.cambridgetrust.com/locations)

## ATM NETWORKS WORLDWIDE

