

PERSONAL AND BUSINESS BANKING

# Account Agreements and Disclosures

EFFECTIVE April 24, 2023

CAMBRIDGE  
— TRUST —

PRIVATE BANKING WEALTH MANAGEMENT

Dear Clients,

The merger of Cambridge Trust and Northmark Bank is a partnership built on mutual respect and shared brand principles. Thank you for your support as we move forward together. **To show our appreciation, we are waiving maintenance fees through December 31, 2024. The details are provided in the following pages.**

We value your relationship and the trust you have placed in us.

Sincerely,

Cambridge Trust

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## SUMMARY OF CHANGES

The merger of Cambridge Trust and Northmark Bank preserves the strength of Northmark Bank, while providing an enhanced private banking and wealth management experience for both personal and business clients. As we integrate operations, we like to note a few changes that may directly impact you:

### NYCE® SHARED DEPOSIT PROGRAM

Northmark Bank participates in the NYCE® Shared Deposit Program, which allows deposit transactions at any ATM bearing the NYCE® Shared Deposits logo. **This service will discontinue on April 17, 2023.**

Clients may take advantage of Cambridge Trust's Bank by Mail service. Postage paid pre-addressed envelopes along with deposit tickets will be provided.

The address for Bank by Mail is:

**Cambridge Trust**  
P.O. Box 380186  
Cambridge, MA 02238-0186

### CERTIFICATE OF DEPOSITS RENEWAL POLICY

Northmark Bank certificate of deposits (CDs) are single maturity in that they do not automatically renew at maturity. Northmark Bank CDs transferring to Cambridge Trust will automatically renew at maturity. You will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. **This change will take effect on CDs that mature after April 21, 2023.** For more information on the *Truth-in-Savings Terms*, please see page 6.

### AUTOMATED TELLER MACHINES.

In preparation for the system conversion, Northmark ATMs will be limited to withdrawals only beginning **April 17, 2023**. The ATMs will resume deposit taking service after completion of system conversion on **April 24, 2023**.

### FUNDS AVAILABILITY POLICY DISCLOSURE

- **Deposits at Automated Teller Machines.** Please be advised that deposits made at Cambridge Trust ATMs prior to 2 p.m. EST on a business day that we are open, will be considered deposited that day. Deposits at Cambridge Trust ATMs after 2 p.m. EST or on a day that we are not open, will be considered deposited the next business day we are open. **This policy will take affect after system conversion on April 24, 2023.**
- **Special Rules for New Accounts.** If you are a new client, the following special rules may apply during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account and checks drawn on us will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of U.S. Treasury checks, U.S. Postal Service money orders, cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first (1st) Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth (9th) 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 first (1st) Business Day after the day of deposit. Funds from all other check deposits will be available on the ninth (9th) Business Day after the day of deposit. **This policy will take affect after system conversion on April 24, 2023.** For more information on the *Funds Availability Policy*, please see page 58.

## ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT

If any of the following circumstances arise, please:

**Call us at: 844-251-4244**

**OR**

**Write to:**

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

- You arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at the number provided above to find out whether or not the deposit has been made;
- To stop payment on preauthorized transfers out of your account;
- If you believe your debit card or PIN or internet banking access code has been lost or stolen; or
- In case of errors or questions about your electronic fund transfers.

**This contact information is effective on April 24, 2023.**

For more information on the *Electronic Funds Transfer Disclosure and Agreement*, please see page 25.

# Personal Account Agreements and Disclosures

# PERSONAL BANKING ACCOUNT DISCLOSURES & RULES AND 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](http://CambridgeTrust.com)), or telephone our PrivateLINE at **617-254-BANK (2265)** or **800-876-6406** for current interest rates and Annual Percentage Yields (APYs).

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 *Fee Schedule - Personal Deposit Accounts, Funds Availability Policy Disclosure, Electronic Fund Transfer Disclosure and Agreement, Deposit Account Agreement*, and all applicable state and federal laws and regulations.

## TRUTH-IN-SAVINGS TERMS

### FOR ALL ACCOUNTS

**Rate Information.** 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. There is no maximum or minimum interest rate limits.

**Compounding and Crediting.** 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.

**Balance Computation Method.** 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.

### Minimum Balance Requirements.

- **Preferred Plus Checking:** The Preferred Plus Checking has the same features and benefits of Premium Plus Relationship Account, but it is a non-interest bearing account. The monthly Maintenance Fee of \$25 is waived when you maintain \$25,000 combined average monthly balance in all your accounts. Please read the next page on how to determine combined average monthly balance. The monthly Maintenance Fee can also be waived with Northmark Bank/Cambridge Trust first mortgage or home equity line of credit. Please speak with a client advisor to receive this complimentary benefit. There is no minimum opening deposit if opened in private banking offices. Preferred Plus Checking provides unlimited ATM surcharge rebate. Standard checks, Treasurer's checks, and money orders are complimentary. Paper Statement Instruction Fee does not apply.
- **Premium Plus Relationship Account:** The monthly Maintenance Fee of \$25 for Premium Plus Relationship Account is waived with \$25,000 combined average monthly balance in all your accounts. Please read the next page on how to determine combined average monthly balance. The monthly Maintenance Fee for Premium Plus Relationship Account is also waived with Northmark Bank/Cambridge Trust first mortgage or home equity line of credit. Please speak with a client advisor to receive this complimentary benefit.
- **Premium Relationship Account:** The monthly Maintenance Fee of \$18 for Premium Relationship Account is waived with \$10,000 combined average monthly balance in all your accounts. Please read the next page on how to determine combined average monthly balance.
- **Access Checking:** The monthly Maintenance Fee of \$12 for Access Checking is waived with \$5,000 combined average monthly balance and enrollment in online banking with eStatements. Please read the next page on how to determine combined average monthly balance. Access Checking is available to students enrolled in 2- or 4-year college/university and the monthly Maintenance Fee will be waived the first five (5) years.
- **Value Checking:** The monthly Maintenance Fee of \$9.95 for Value Checking is waived if direct deposits are arranged for the account.

- **Personal Concierge Money Market:** The monthly Maintenance Fee of \$35 for Personal Concierge Money Market will be waived with \$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.
- **Personal Money Market and Premium Savings:** The monthly Maintenance Fee of \$7 for Personal Money Market or Premium Savings will be waived with \$2,500 daily balance.
- **Personal Statement Savings:** The monthly Maintenance Fee of \$3 for Personal Statement Savings will be waived with \$250 daily balance.
- **Combined Average Monthly Balance:** To determine the combined average monthly balance in your account, the account analyzed for fees will use its average daily balance as of last day of the month, and linked account(s) average daily balances from the prior business day for determining total combined balances. 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.

**When Your Deposit Begins to Earn Interest.** If your account is a certificate of deposit, your deposit will begin to earn interest on the day of deposit. For all other accounts, cash and items drawn on a Cambridge Trust Company account begin to earn interest on the day of the deposit. Deposits of items drawn on other financial institutions will begin to earn interest on the day we receive the credit, generally the first (1st) 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 Policy Disclosure* within this Booklet for determining the day of deposit.)

**Fees and Charges.** Please refer to the *Fee Schedule - Personal Deposit Accounts* within this Booklet for information about fees and charges associated with these accounts.

### FOR MONEY MARKET AND SAVINGS ACCOUNTS

**Transaction Limitations.** For money market and savings accounts, you may make up to a limit of six (6) third-party withdrawals or transfers to another account (a combination of checks or transfers to another account and preauthorized payments) from your account during the month. If you exceed your transaction limit twice during a five (5)-month period, or more than an occasional basis, we will convert your money market or savings account to Value Checking, except in the case of Private Banking Money Market, which will convert to Private Banking Checking.

We may require that you give us written notice of your intended withdrawal from your money market or savings account seven (7) days before a withdrawal is made. Withdrawals may be subject to service charge.

### FOR CERTIFICATE OF DEPOSITS

**Rate Information.** For fixed-rate certificate of deposits (CDs), you will be paid the disclosed interest rate until maturity or date of withdrawal, whichever is earlier.

**Maturity Date.** The maturity date will be provided on the Certificate of Time Deposit, which will also disclose the issue date, maturity date, renewal feature, term, and type of interest rate (i.e., fixed-rate or variable-rate).

**Minimum Balance Requirements.** The CDs require \$1,000 minimum opening deposit. For IRA CDs, the minimum opening deposit is \$500.

### Early Withdrawal Penalties.

- If the fixed-rate CD term is thirty (30) days or more, but less than one (1) year, the early withdrawal penalty will equal to three (3) months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the CD.
- If the fixed-rate CD term is one (1) year or more, but less than two (2) years, the early withdrawal penalty will equal to six (6) months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being on the CD.

- If the fixed-rate CD term is two (2) years or more, the early withdrawal penalty will equal to twelve (12) months interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the CD.
- For all variable-rate CD terms, the early withdrawal penalty will equal to twelve (12) months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the CD.

**Withdrawal of Interest Prior to Maturity.** The APY assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding.

**Renewal Policies.** All CDs will automatically renew at maturity. You will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

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 CD matures. You may renew, withdraw, or transfer the certificate to another account. Since the Bank does not know what the APY will be at the time of maturity, please visit [CambridgeTrust.com](http://CambridgeTrust.com) or call **617-254-2265** or **800-876-6406** 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 CD. 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.

#### FOR TAX ADVANTAGED ACCOUNTS

**Individual Retirement Account.** Individual Retirement Accounts (IRAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your IRA Agreement or your tax advisor for additional information.

**Health Savings Account.** Health Savings Accounts (HSAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your HSA Agreement or your tax advisor for additional information.

**Important Notice for Persons 65 Years of Age or Older or 18 Years of Age or Younger.** Clients that are 65 years of age or older or 18 years of age or younger can open Personal Statement Savings with no minimum balance requirement, no monthly Maintenance Fee, and no Paper Statement Instruction Fee. Value Checking is also available without the direct deposit requirement to waive monthly Maintenance Fee and Paper Statement Instruction Fee is waived. Furthermore, NSF Return Item Fee and Overdraft Paid Fee is reduced to \$5 per item. Please inquire with your local private banking office to request for coverage under Massachusetts 18/65 Law.

#### ADDENDUM TO DEPOSIT ACCOUNT AGREEMENT

- 17. Non-Sufficient Funds and Overdrafts.** If your account lacks sufficient funds to pay a debit transaction or item presented for payment as determined by your available account balance or actual (ledger) balance, we may either utilize credit reserve or Overdraft Transfer Service you previously established up to its limit. It is after these options are exhausted, we may (1) return the debit or item or (2) pay the debit or item at our discretion.

**Actual (Ledger) Balance.** We use an actual (ledger) balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

**How We Decide to Pay a Debit or Item.** The actual (ledger) balance method calculates your account balance only based on transactions that have settled less any holds in effect, and it does not reflect pending transactions or checks, if applicable, that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either utilize credit reserve or Overdraft Transfer Service you previously established up to its limit. It is after these options are exhausted, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Item for Non-Sufficient Funds.** If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission or re-presentation of a debit or item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you nonsufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts.** If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. For more information on the *Deposit Account Agreement*, please see page 15.

# FEE SCHEDULE – PERSONAL DEPOSIT ACCOUNTS

EFFECTIVE SEPTEMBER 6, 2022

This Fee Schedule applies to all Cambridge Trust personal deposit accounts and it is a supplement to account opening disclosures. It contains additional information about minimum balance requirements and fees and charges applicable to our deposit products and services.

**\* Northmark Bank clients will have monthly Maintenance Fee, Paper Statement Instruction Fee, and \$1 Service Fee for each ATM transaction at non-Cambridge Trust ATM waived on their Cambridge Trust accounts through December 31, 2024.**

## CHECKING ACCOUNTS

CAMBRIDGE TRUST ACCOUNT	PRIVATE BANKING CHECKING <sup>1</sup>	PREFERRED PLUS CHECKING	PREMIUM PLUS RELATIONSHIP ACCOUNT	PREMIUM RELATIONSHIP ACCOUNT	ACCESS CHECKING	VALUE CHECKING <sup>2</sup>	GOOD NEIGHBOR CHECKING
Interest Rate/APY As of March 6, 2023	N/A	N/A	0.01%/0.01%	0.01%/0.01%	N/A	N/A	N/A
Minimum Daily Balance to Earn APY	N/A	N/A	\$0.01	\$0.01	N/A	N/A	N/A
* Monthly Maintenance Fee	None	\$25	\$25	\$18	\$12	\$9.95	N/A
Requirements to Waive Monthly Maintenance Fee	None	\$25,000 Combined Average Monthly Balance	\$25,000 Combined Average Monthly Balance	\$10,000 Combined Average Monthly Balance	\$5,000 Combined Average Monthly Balance and Enroll in Online Banking and eStatements	Monthly Direct Deposit(s)	None
Other Ways to Waive Monthly Maintenance Fee	None	Cambridge Trust First Mortgage or Home Equity Line of Credit	Cambridge Trust First Mortgage or Home Equity Line of Credit	None	Waived first five (5) years with enrollment in 2- or 4-year college.	None	None
Minimum Opening Deposit	None	\$0 In Office	\$0 In Office OR \$500 Online	\$0 In Office OR \$500 Online	\$0 In Office OR \$500 Online	\$0 In Office OR \$500 Online	\$25
Monthly ATM Surcharge Rebate	Unlimited	Unlimited	Unlimited	Up to \$15	No	No	First 5 ATM Surcharges
* Monthly Paper Statement Instruction Fee <sup>3</sup>	None	None	None	None	\$2	\$2	None
Wire Fees	Waived	Applies	Applies	Applies	Applies	Applies	Applies
Complimentary Standard Checks	Yes	Yes	Yes	First Order	No	No	No
Complimentary Treasurer's Checks and Money Orders	Yes	Yes	Yes	Yes	No	No	No
Safe Deposit Box Discount	No Charge 1 <sup>st</sup> Year	No Charge 1 <sup>st</sup> Year	No Charge 1 <sup>st</sup> Year	50% Reduced Fee for 1 <sup>st</sup> Year	None	None	None
Complimentary Additional Checking Accounts	Yes	Yes	Yes	Yes	No	No	No

1. Complements wealth management services.

2. The monthly Maintenance Fee and Paper Statement Instruction Fee are waived for clients age 18 and under or 65 and over, please notify us of eligibility.

3. Waived when you enroll in Online Banking and eStatements.

MONEY MARKET AND SAVINGS ACCOUNTS<sup>4</sup>

CAMBRIDGE TRUST ACCOUNT	Private Banking Money Market <sup>1</sup>	Personal Concierge Money Market	Personal Money Market	Premium Savings	Personal Statement Savings <sup>2,5</sup>	Good Neighbor Savings
<b>Daily Balance Range - Interest Rate/APY as of March 6, 2023</b>	\$0.01 to \$99,999.99-0.01%/0.01% \$100,000 and above-0.01%/0.01%	\$0.01 to \$39,999.99-0.01%/0.01% \$40,000 to \$5,000,000-0.01%/0.01%	Balance \$2,500 and above- 0.01%/0.01%	No interest is earned for balances less than \$2,500. \$2,500 to \$9,999.99-0.01%/0.01% \$10,000 to \$49,999.99-0.01%/0.01% \$50,000 to \$99,999.99-0.01%/0.01% \$100,000 or more-0.01%/0.01%	0.01%/0.01%	0.01%/0.01%
<b>Minimum Daily Balance to Earn APY</b>	\$0.01	\$0.01	\$2,500	\$2,500	\$0.01	\$0.01
<b>* Monthly Maintenance Fee</b>	None	\$35	\$7	\$7	\$3	None
<b>Minimum Balance to Waive Monthly Maintenance Fee</b>	None	\$40,000 Average Daily Balance	\$2,500 Daily Balance	\$2,500 Daily Balance	\$250 Daily Balance	None
<b>Minimum Opening Deposit</b>	None	None	None	\$0 In Office <b>OR</b> \$500 Online	\$0 In Office <b>OR</b> \$500 Online	\$10
<b>ATM Surcharge Rebate</b>	Unlimited	Unlimited	None	None	None	None
<b>* Monthly Paper Statement Instruction Fee<sup>3</sup></b>	None	None	\$2	\$2	\$2	None
<b>Excess Activity Fee</b>	None	\$10 for each check and third-party withdrawal or transfer that exceeds 6 per statement cycle	\$10 for each check that exceeds 6 per statement cycle	None	\$1 per withdrawal that exceeds 3 per statement cycle	None
<b>Wire Fees</b>	Waived	Applies	Applies	Applies	Applies	Applies

4. IRA Statement Savings, Health Savings Account, Fixed Rate Certificate of Deposit, and Variable Rate Certificate of Deposit are also available.

5. Personal Statement Savings can be established as Tenant Landlord account under Mass. General Laws Ch. 186 s. 15B(3)(a) and the Paper Statement Instruction Fee will be waived.

## ATM/DEBIT CARD FEES

Debit Replacement Card	<b>\$5</b>
Expedited Card Replacement	<b>\$40</b>
*ATM Transactions at non-Cambridge Trust ATM <sup>6</sup>	<b>\$1</b>
Mastercard® International Assessment Fee	<b>2% of the U.S. Dollar Amount</b>

## ITEM PROCESSING FEES

NSF Return Item Fee <sup>7,8</sup> (check and electronic means)	<b>\$15</b>
Overdraft Paid Fee <sup>8</sup> (check, in-person withdrawal, and electronic means)	<b>\$15</b>
Collection Item – Canadian	<b>Varies</b>
Collection Item – Other	<b>\$30</b>
Stop Payment	<b>\$30</b>
Returned Deposited Check Fee	<b>\$6.50</b>
International Draft	<b>\$40</b>
Treasurer's Check	<b>\$5</b>
Bank Money Order	<b>\$2</b>

## ACCOUNT OPERATING SERVICES

Paper Statement Instruction Fee (Monthly per account. Waived when you enroll in Online Banking with eStatements.)	<b>\$2</b>
Interim Statement	<b>\$25</b>
Duplicate Paper Statement Instruction Fee (monthly per account)	<b>\$2.50</b>
International Mailing Address Instruction (monthly per account)	<b>\$5</b>
Bill Paying (per manual payment)	<b>\$20</b>
Account Closing Early (Within 6 months of account opening)	<b>\$50</b>
Manual Transfer	<b>\$5</b>
Check Printing	<b>Varies</b>

6. Applicable to Preferred Plus Checking, Premium Plus Relationship Account, Premium Relationship Account, Access Checking, Personal Money Market, Premium Savings, and Personal Statement Savings.

7. You may be charged this fee each time an item (i.e., check or withdrawal by electronic means) is presented and re-presented against insufficient funds.

8. The combined daily maximum of \$75 applies to NSF Return Item Fee and Overdraft Paid Fee. Accounts covered under Massachusetts 18/65 Law will be charged reduced NSF Return Item Fee and Overdraft Paid Fee of \$5 and have daily limit of \$25. These fees apply to negative balances and overdrafts created by check, in-person withdrawal, and withdrawal by electronic means, card transactions are excluded.

## WIRE FEES

Outgoing Wire Transfer	
Domestic	<b>\$30</b>
International	<b>\$45</b>
Incoming Wire Transfer	<b>\$12</b>

## OTHER SERVICES

Research (Hourly Fee)	<b>\$25</b>
Escheatment Fee	<b>\$100</b>
Levy/Attachment Processing Fee	<b>Up to \$50</b>
Access to Bulk Storage (per visit)	<b>\$10</b>
Bond Coupons Returned Unpaid	<b>\$20</b>
Coin Counting	
\$0-\$25	<b>Free</b>
\$26-\$100	<b>\$5</b>
\$101-\$500	<b>\$15</b>
Over \$500	<b>5%</b>
	<b>of Total</b>

## 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 here on the Fee Schedule for personal deposit accounts.

## INCOMING WIRE INSTRUCTIONS

### Wire to:

Cambridge Trust Company 1336 Massachusetts Avenue Cambridge, MA 02138 USA
<b>ABA Routing Number:</b> 0113-0059-5
<b>SWIFT Code:</b> CAUPUS31
<b>For Credit To:</b> Provide client name and account number

## DEPOSIT ACCOUNT AGREEMENT

**DEFINITIONS.** Throughout this Agreement, these terms have the following meaning:

- "You," "your," "account owner," and "party" refer to the depositor (whether joint or individual) named on the account.
- "We," "our," and "us" refer to the financial institution.
- The acronym "NOW" means Negotiable Order of Withdrawal.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks or drafts that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

**GENERAL AGREEMENT.** 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 Fund 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:

- 1. Deposits.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in 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 items 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 item 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.
- 2. 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.



- 3. Set-offs and Security Interest.** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right to set-off.
- 4. 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.
- 5. 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. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third-party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third-party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.
- 6. 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.
- 7. 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.
- 8. Individual Account.** The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate. If we are uncertain of who should receive a payment under this Agreement or if we have actual knowledge of a dispute between you and any other person claiming an interest in the account, we may refuse to make a payment to you. If we do so, we will notify you and all other persons claiming an interest in writing for the basis of our refusal, and we may continue to refuse the payment until we receive consent from all interested parties or we make a payment pursuant to a court order. We will not be liable if we refuse to make a payment to you from your account.
- 9. 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, orders, or other items or withdrawals or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft fees 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.

- 10. 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.
- 11. 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 debts and items have been paid. If all of the beneficiaries predecease the trustee(s), the named beneficiary's(ies) 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.
- 12. 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 Transfers to Minors Act". There may be only one custodian and one minor as beneficiary for each minor account.
- 13. Authorized Signer (Agent) Designation.** Your named agent may make account transactions for you but has no ownership or rights at death unless named as an In Trust For beneficiary. If you have designated that the agent shall continue to have power after your disability or incapacity, the agent's authority survives your disability or incapacity. The agent may act for a disabled or incapacitated party until the authority of the agent is terminated. If you have noted that the agent shall not have power after your disability or incapacity, the agent's authority terminates upon your disability or incapacity. If you failed to specify whether or not the agent's authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Death of the sole party or last surviving party terminates the authority of the agent. We may continue to rely on the agency designation to the extent permitted by law, until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.
- 14. 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.
- 15. Payment of Interest.** For interest bearing accounts, interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account.
- 16. Fees, Service Charges and Balance Requirements.** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures. We also reserve the right to impose a service charge for cashing checks and other items drawn on your account if the person cashing the check or item is not a customer of this financial institution.
- 17. Non-Sufficient Funds and Overdrafts.** If your account lacks sufficient funds to pay a debit transaction or item presented for payment as determined by your available account balance or actual (ledger) balance, we may (1) return the debit or item or (2) pay the debit or item at our discretion.
- Available Balance.** We use an available balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

**How We Decide to Pay a Debit or Item.** The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, if applicable; deposit holds; and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Item for Non-Sufficient Funds.** If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one (1) time. We may charge you non-sufficient funds fees for each resubmission or re-presentation of a debit or item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one (1) time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts.** If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

☒ **Actual (Ledger) Balance.** We use an actual (ledger) balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

**How We Decide to Pay a Debit or Item.** The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks, if applicable, that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Item for Non-Sufficient Funds.** If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one (1) time. We may charge you non-sufficient funds fees for each resubmission or re-presentation of a debit or item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one (1) time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment,

and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts.** If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

We use an available balance to determine if we pay a debit or item and we use an actual (ledger) balance to assess fees. If this is the case, the applicable rules described above will apply.

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. 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.

- 18. Processing Order.** We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for the debits and credits in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.
- 19. 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 (1) notice will be given in the case of joint account holders.
- 20. 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.
- 21. 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.
- 22. 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. You will notify us if your business practices regarding Internet gambling change in the future.
- 23. 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. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.
- 24. 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.

- 25. Closing Account.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable item, which is presented after the closing of your account. Such termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.
- 26. Transfers and Assignments.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.
- 27. 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. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.
- 28. 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 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 Fund 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.

- 29. Real-Time Payments.** We may offer real-time payment services for you to send or receive certain payments or payment-related messages through a real-time payments system. Real-time payments are credit transfers that enable you to send and receive funds with near immediacy twenty-four (24) hours a day, seven (7) days a week, and fifty-two (52) weeks a year. These transfers are subject to transaction value limits (e.g., \$100,000) and settlement is final and irrevocable. Real-time payments are intended for domestic payments only. Payments sent or received by a person outside of the United States are prohibited. Transfers using a real-time payments system are subject to the applicable operating or governing rules of the real-time

payments system used, as well as the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), and the rules of OFAC.

### 30. Stop Payments.

**Stop Payments on Checks.** If you request us to stop payment on a check you have written, you will give written or other confirmation as allowed by us within fourteen (14) days of making the request. If you fail to confirm an oral stop payment request within the fourteen (14) days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the check 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 until the earlier of 1) six (6) months or other time period not less than six (6) months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the check on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six (6) months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. Our acceptance of a stop payment request does not constitute a representation by us that the check 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 series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

**Stop Payments on ACH Debits.** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three (3) business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for fourteen (14) calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one (1) debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. 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. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

- 31. 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.

- 32. Electronic Checks and Electronically-Created Items.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information. Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.
- 33. 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). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.
- 34. Remote Deposit Capture.** Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only."
- 35. Preauthorized Checks or Drafts.** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.
- 36. Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than six (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.
- 37. Verifying Funds Availability for Check.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check or other item from you.
- 38. 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.
- 39. Remotely Created Checks.** 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 to 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 check.

- 40. 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 last address you supply us in writing will be deemed the proper address for mailing this statement to you. 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 exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. You must notify us within thirty (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 with reasonable promptness, you will have no claim against us to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one (1) year after we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. However, if the discrepancy is the result of an electronic fund 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 written request that we resume sending your statements and you supply us with a proper address.
- 41. Electronic Statements and Notices.** You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures. In order to receive your account information in an electronic form, the receiving system may have to meet specific requirements. We will keep you informed of any change to the minimum hardware or software requirements.
- 42. 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, orders, or other items 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, drafts, orders, or other items are processed automatically, i.e., without individual review of each 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, drafts, orders, or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing these items. 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.
- 43. 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."

- 44. Our Waiver of Rights.** 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.
- 45. Your Waiver of Notice.** By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.
- 46. Death or Incompetency.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for ten (10) days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

**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.

**Transaction Limitations.** Our policy allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account, or we may allow you to make an unlimited number of transfers or withdrawals from these accounts.

**Restrictions on Money Market and Savings Accounts.** If we restrict the number of transfers or withdrawals you can make on these accounts, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures, and we may close your account, take away your ability to transfer funds, charge you a fee, or convert the account to a checking or other transaction account if the restriction is violated.

**No Restrictions on Money Market and Savings Accounts.** If we do not restrict the number of transfers or withdrawals you can make on these accounts, your account may still be subject to other transaction limitations. Please refer to the Disclosures to understand which transaction limitations, if any, apply to your account.

#### SAVINGS ACCOUNTS

**Passbooks.** If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.

#### 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. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the 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 or as otherwise described in the Disclosures.

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

**Early Withdrawal Penalty.** Unless provided otherwise in the Disclosures, 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.

**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 described in the Disclosures.

**Single Maturity.** Single Maturity Certificates will not automatically renew at maturity. The Disclosures describe 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.

## ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

### ELECTRONIC BANKING AGREEMENT

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Cambridge Trust. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one (1)-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Cambridge Trust Company Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**Terms and Conditions.** The following provisions govern the use of EFT services through accounts held by Cambridge Trust which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**Definition of Business Day.** Business days are Monday through Friday excluding holidays.

### ELECTRONIC FUND TRANSFER SERVICES PROVIDED

**Debit Card Services.** The services available through use of your Debit Card are described below.

#### Cambridge Trust Company Debit Card Services:

- You may withdraw cash from your checking account(s), savings account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and NOW accounts, and savings and NOW accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and

NOW account(s).

- You may make payments on cash reserve loans that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.
- You may use your Cambridge Trust Company Debit Card to obtain cash advances from your Credit Reserve at an ATM.
- You may use your card at any merchant that accepts Mastercard® Debit Cards for the purchase of goods and services.

### Cambridge Trust Company ATMs Services

**Network.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your Debit Card at our Cambridge Trust Company ATMs terminals, you may access your accounts through the following network(s) : NYCE®, Cirrus®, or Mastercard®

**ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

### Point of Sale Transactions

Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase.

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.

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.

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

The Bank will inform you in writing of any modifications to these services that apply from time to time. The following card and the corresponding designated account(s) may be used for Point of Sale transactions :

- Cambridge Trust Company Debit Card: checking account.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

### Authorization Holds

An authorization hold is a temporary hold that is placed on your account for certain Debit Card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

### Currency Conversion - Mastercard®

If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

**Important Additional Fee Notice.** Mastercard® charges us a Currency Conversion Fee of 2% of the transaction amount for performing currency conversions and a Cross-Border Fee of 0% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 2% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "Mastercard Debit Switch" when the country of the merchant or machine is different than your country as cardholder. Be aware that when making online purchases you may not know that the merchant is located in a different country.

### Services Provided Through Use of PrivateLINE

You may perform the following functions through use of PrivateLINE:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make payments on cash reserve loans and other accessible loan account(s) that you have with us.

For questions or more information, call us at:

PrivateLINE **617-254-BANK (2265)** or **800-876-6406**.

### Preauthorized Transfer Services

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

### Services Provided Through Use of Online Banking

Cambridge Trust offers its customers use of our Online Banking service. 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.
4. Transfer funds between your Cambridge Trust Personal accounts and external accounts that are owned by you at other U.S. financial institutions.

### Electronic Check Conversion

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills. 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.

## LIMITATIONS ON TRANSACTIONS

### Transaction Limitations – Cambridge Trust Company Debit Card

#### Cash Withdrawal Limitations

You may withdraw up to \$510 through use of ATMs in any one (1) day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. Cambridge Trust reserves the right to change dollar amount limits at any time upon prior notification.

#### Point of Sale Limitations

You may buy up to \$2,500 worth of goods or services in any one (1) day through use of our Point of Sale service.

#### Other Withdrawal Limitations

Clients with Premium Plus Relationship Account or Premium Relationship Account may buy up to \$5,000, or the balance in the account, whichever is less, worth of goods or services in any one (1) day through use of our Point of Sale service.

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.

#### Other Limitations

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account (s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- Listed below are access devices that may be used to access a line of credit account, and that may be accessed. The amount of any cash advance available through use of your access device is subject to your separate agreement with Cambridge Trust, if any. Please refer to your *Line of Credit Agreement* for disclosures related to such limitations.
  - Cambridge Trust Company Debit Card: Credit Reserve
- We reserve the right to impose limitations for security purposes at any time.

#### Limits on Transfers from Certain Accounts

We may limit the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You may be limited to six (6) such transactions from each savings or money market account you have per statement period for purposes of making a payment to a third party or by use of a telephone, computer, or wireless handheld device. Please refer to the Account Agreement for more information regarding transaction limitations.

## NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

### Right to Receive Documentation of Your Transfers

**Transaction Receipts.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15 or less. Upon completing a transaction of more than \$15, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15 made with your Debit Card at a Participating Merchant. If the transaction is \$15 or less, the Participating Merchant is not required to provide a receipt.

**Periodic Statements.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**Other Rights to Receive Documentation of Your Transfers.** 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).

**Preauthorized Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company you can call us at **844-251-4244** to find out whether or not the deposit has been made.

### Using Your Card and Personal Identification Number (“PIN”)

In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Cambridge Trust immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at our ATM or via the telephone.

### Rights Regarding Your Ability to Stop Payment

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

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in our Agreement, effectively eliminate your ability to stop payment of the transfer.

### Rights Regarding Preauthorized Transfers

#### Rights and Procedures to Stop Payments

If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment:

**Call us at: 844-251-4244**

**OR**

**Write to:**

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

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

#### Notice of Varying Amounts

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company 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.

#### Our Liability for Failure to Stop Preauthorized Transfer Payments

If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

#### Your Responsibility to Notify Us of Loss or Theft

If you believe your Debit Card or PIN or internet banking access code has been lost or stolen:

##### Call us at:

**844-251-4244** (normal business hours 8 a.m. to 5:30 p.m. EST) or

**800-236-2442** (after hours)

##### OR

##### Write to:

Cambridge Trust Company

Client Resource Center

P.O. Box 380186

Cambridge, MA 02238-0186

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### Consumer 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 (60) 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 (60) day period. If you do not notify us within the sixty (60) 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.

#### Truth-in-Lending Disclosure

You may be liable for the unauthorized use of your Debit Card to access a line of credit. Please refer to your Line of Credit Agreement for disclosures related to your liability for unauthorized use.

#### In Case of Errors or Questions About Your Transactions

In case of errors or questions about your electronic fund transfers:

**Call us at: 844-251-4244**

**OR**

**Write to:**

Cambridge Trust Company

Client Resource Center

P.O. Box 380186

Cambridge, MA 02238-0186

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Cambridge Trust no later than sixty (60) days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation.

If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

#### Liability for Failure to Complete Transaction

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.



- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account. If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

### **Charges for Transfers or The Right to Make Transfers**

#### **Fee Schedule - Personal Deposit Accounts**

The Fee Schedule - Personal Deposit Accounts referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Cambridge Trust upon request.

### **Disclosure of Account Information**

You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Cambridge Trust and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant ; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

### **Amending or Terminating the Agreement**

We may change this agreement from time to time. You will be notified at least thirty (30) days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

### **Safety Precautions for ATM Terminal Usage**

Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

### **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and Cambridge Trust. Please refer to Truth in Savings Disclosures for further information on accounts accessible through Electronic Fund Transfers.

# Business Account Agreements and Disclosures

## BUSINESS 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](http://CambridgeTrust.com)), or telephone our PrivateLINE at **617-254-BANK (2265)** or **800-876-6406** for current interest rates and Annual Percentage Yields (APYs).

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 *Fee Schedule - Business and Non-Profit Deposit Accounts, Funds Availability Policy Disclosure, Business Deposit Account Agreement*, and all applicable state and federal laws and regulations.

### TRUTH-IN-SAVINGS TERMS

#### FOR ALL ACCOUNTS

**Rate Information.** 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. There is no maximum or minimum interest rate limits.

**Compounding and Crediting.** 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.

**Balance Computation Method.** 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.

#### Minimum Balance Requirements.

- **Business Concierge Checking.** The monthly Maintenance Fee of \$25 for Business Concierge Checking is waived if daily balance of \$10,000 is maintained in the account or with \$25,000 combined average monthly balance in all your accounts. To determine the combined average monthly balance in your account, the account analyzed for fees will use its average daily balance as of last day of the month, and linked account(s) average daily balances from the prior business day for determining total combined balances. 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. The monthly Maintenance Fee for Business Concierge Checking is also waived with Cambridge Trust commercial loan relationship. Please speak with client advisor to receive this complimentary benefit.
- **Business Convenience Checking.** The monthly Maintenance Fee of \$10 for Business Convenience Checking is waived with at least \$1,000 average daily balance each statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.
- **Commercial Checking and Community Partnership Checking Plus.** This account receives an earnings credit allowance based on the average collected balance maintained during the statement month. The earnings credit may offset monthly Maintenance Fee of \$15 for Commercial Checking or Community Partnership Checking Plus.
- **Business Concierge Money Market.** The monthly Maintenance Fee of \$35 for Business Concierge Money Market will be waived with \$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.
- **Business/Non-Profit Money Market.** The monthly Maintenance Fee of \$6 for Business/Non-Profit Money Market will be waived with \$5,000 daily balance.
- **Business Premium Savings.** The monthly Maintenance Fee of \$7 for Business Premium Savings will be waived with \$5,000 daily balance.

- **Business/Non-Profit Statement Savings.** The monthly Maintenance Fee of \$2 for Business/Non-Profit Statement Savings will be waived with \$200 daily balance.
- The minimum opening deposit, the minimum balance to avoid monthly Maintenance Fee, and minimum balance required to earn APY is provided on the *Fee Schedule – Business and Non-Profit Deposit Accounts*.

**When Your Deposit Begins to Earn Interest.** If your account is a certificate of deposit, your deposit will begin to earn interest on the day of deposit. For all other accounts, cash and items drawn on a Cambridge Trust Company account begin to earn interest on the day of the deposit. 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 Policy Disclosure* within this Booklet for determining the day of deposit.)

**Fees and Charges.** Please refer to the *Fee Schedule – Business and Non-Profit Deposit Accounts* within this Booklet for information about fees and charges associated with these accounts.

#### FOR MONEY MARKET AND SAVINGS ACCOUNTS

**Transaction Limitations.** For money market and savings accounts, you may make up to a limit of six (6) third-party withdrawals or transfers to another account (a combination of checks or transfers to another account and preauthorized payments) from your account during the month.

If you exceed your transaction limit twice during a five-month period, or more than an occasional basis, we will convert your money market or savings account to Business Convenience Checking or Community Partnership Checking.

We may require that you give us written notice of your intended withdrawal from your money market or savings account seven (7) days before a withdrawal is made. Withdrawals may be subject to service charge.

#### FOR CERTIFICATE OF DEPOSITS

**Rate Information.** For fixed-rate certificate of deposits (CDs), you will be paid the disclosed interest rate until maturity or date of withdrawal, whichever is earlier.

**Maturity Date.** The maturity date will be provided on the Certificate of Time Deposit, which will also disclose the issue date, maturity date, renewal feature, term, and type of interest rate (i.e., fixed-rate or variable-rate).

**Minimum Balance Requirements.** Certificate of deposits (CDs) require \$1,000 minimum opening deposit.

#### Early Withdrawal Penalties.

- If the fixed-rate CD term is thirty (30) days or more, but less than one (1) year, the early withdrawal penalty will equal to three (3) months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the CD.
- If the fixed-rate CD term is one (1) year or more, but less than two (2) years, the early withdrawal penalty will equal to six (6) months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being on the CD.
- If the fixed-rate CD term is two (2) years or more, the early withdrawal penalty will equal to twelve (12) months interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the CD.
- For all variable-rate CD terms, the early withdrawal penalty will equal to twelve (12) months' interest earned or that could have been earned on the amount withdrawn at the simple interest rate currently being paid on the CD.

**Withdrawal of Interest Prior to Maturity.** The APY assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding.

**Renewal Policies.** All CDs will automatically renew at maturity. You will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

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 CD matures. You may renew, withdraw, or transfer the certificate to another account. Since the Bank does not know what the APY will be at the time of maturity, please visit **CambridgeTrust.com** or call **617-254-2265** or **800-876-6406** 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 CD. 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.

#### OTHER BUSINESS ACCOUNTS

**IOLTA Checking.** Interest on Lawyers Trust Account (IOLTA) Checking is available to attorneys and law firms. Interest earned on the account will be remitted to Massachusetts IOLTA Committee.

**Commercial Sweep.** 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.

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.

#### ADDENDUM TO BUSINESS DEPOSIT ACCOUNT AGREEMENT

**28. Non-Sufficient Funds and Overdrafts.** If your account lacks sufficient funds to pay a debit transaction or item presented for payment as determined by your available account balance or actual (ledger) balance, we may either utilize sweep services, business overdraft line if credit, or Overdraft Transfer Service you previously established up to its limit. It is after these options are exhausted, we may (1) return the debit or item or (2) pay the debit or item at our discretion.

**Actual (Ledger) Balance.** We use an actual (ledger) balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

**How We Decide to Pay a Debit or Item.** The actual (ledger) balance method calculates your account balance only based on transactions that have settled less any holds in effect, and it does not reflect pending transactions or checks, if applicable, that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either utilize sweep services, business overdraft line of credit, or Overdraft Transfer Service you previously established up to its limit. It is after these options are exhausted, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Item for Non-Sufficient Funds.** If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may

be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission or re-presentation of a debit or item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you nonsufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts.** If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

For more information on the *Business Deposit Account Agreement*, please see page 48.

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# FEE SCHEDULE - BUSINESS AND NON-PROFIT DEPOSIT ACCOUNTS

EFFECTIVE DECEMBER 1, 2022

This Fee Schedule applies to all Cambridge Trust business and non-profit deposit accounts, and it is a supplement to account opening disclosures. It contains additional information about minimum balance requirements and fees and charges applicable to our deposit products and services.

## CHECKING ACCOUNTS<sup>9</sup>

**\* Northmark Bank clients will have monthly Maintenance Fee, Paper Statement Instruction Fee, and \$1 Service Fee for each ATM transaction at non-Cambridge Trust ATM waived on their Cambridge Trust accounts through December 31, 2024.**

CAMBRIDGE TRUST ACCOUNT	Commercial Checking	Business Concierge Checking	Business Convenience Checking	Community Partnership Checking Plus	Community Partnership Checking
<b>Interest Rate/APY as of March 6, 2023</b>	Earnings Credit	N/A	N/A	Earnings Credit	0.01%/0.01%
<b>Minimum Daily Balance to Earn APY</b>	N/A	N/A	N/A	N/A	\$0.01
<b>* Monthly Maintenance Fee</b>	\$15	\$25	\$10	\$15	None
<b>Requirements to Waive Monthly Maintenance Fee</b>	N/A	\$10,000 in Business Concierge Checking <b>OR</b> \$25,000 Combined Average Monthly Balance <sup>10</sup>	\$1,000 Average Daily Balance	N/A	N/A
<b>Other Ways to Waive Monthly Maintenance Fee</b>	None	Commercial Loan Relationship	None	None	None
<b>Transaction<sup>11</sup> Limit per Statement Cycle</b>	None	500	200	None	500
<b>Per Transaction Fee Over Limit</b>	Varies <sup>12</sup>	\$0.50	\$0.50	Varies <sup>12</sup>	\$0.25
<b>Minimum Opening Deposit</b>	None	None	None	None	None
<b>ATM Surcharge Rebate</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>* Monthly Paper Statement Instruction Fee<sup>13</sup></b>	\$3	\$3	\$3	\$3	\$3
<b>Complimentary Standard Checks</b>	N/A	First Order up to \$100	First Order up to \$100	First Order up to \$100	First Order up to \$100
<b>Complimentary Additional Checking Account</b>	Premium Plus Relationship Account	Premium Plus Relationship Account	N/A	Premium Plus Relationship Account	N/A

9. IOLTA Checking, Commercial Sweep, Fixed Rate Certificate of Deposit, and Variable Rate Certificate of Deposit are also available.

10. The combined average monthly balance can include personal and business accounts. The client must request accounts to be linked for qualifying combined balances that are not owned by the primary Business Concierge Checking client.

11. Transactions include deposits, deposited items, checks, ATM withdrawals and deposits, preauthorized ACH credits and debits, POS debit card purchases, and electronic bill payments.

12. Please see page 47 Transaction Fees Offset by Earnings Credit.

13. Waived when you enroll in Business Online Banking and eStatements.

CAMBRIDGE TRUST ACCOUNT	Commercial Checking	Business Concierge Checking	Business Convenience Checking	Community Partnership Checking Plus	Community Partnership Checking
<b>Business Online Banking Access</b> <i>(monthly per relationship)</i>	Basic: Complimentary Premium: \$55	Basic: Complimentary Premium: \$27.50 (50% Reduced Fee)	Basic: Complimentary	Basic: Complimentary Premium: \$55	Basic: Complimentary Premium: \$55
<b>ACH Origination</b>	\$0.22 per item	\$0.22 per item	\$0.22 per item	\$0.22 per item	\$0.22 per item
<b>Same Day ACH Origination</b>	\$2.50 per item	\$2.50 per item	\$2.50 per item	\$2.50 per item	\$2.50 per item
<b>Remote Deposit Capture</b> <i>(monthly per relationship)</i>	\$75	\$37.50 (50% reduced fee)	N/A	\$75	\$75
<b>ACH Positive Pay</b> <i>(per account)</i>	\$20 per month	\$20 per month	N/A	\$20 per month	\$20 per month
<b>Check Basic OR Check Payee Positive Pay</b> <i>(per account)</i> <sup>14</sup>	\$60 per month <b>Plus</b> per item fee	\$60 per month <b>Plus</b> per item fee	N/A	\$60 per month <b>Plus</b> per item fee	\$60 per month <b>Plus</b> per item fee
<b>Zero Balance Accounts</b> <i>(per account)</i> <sup>15</sup>	\$30 per month	\$30 per month	N/A	\$30 per month	\$30 per month
<b>Governmental Fund</b> <i>(per account)</i>	\$150 per month	N/A	N/A	\$150 per month	\$150 per month
<b>Sweep Service (Interest Checking)</b> <i>(per account)</i>	\$150 per month	N/A	N/A	\$150 per month	\$150 per month
<b>Loan Sweep</b> <i>(per account)</i>	\$250 per month	N/A	N/A	\$250 per month	\$250 per month
<b>Sweep to Line/Investment</b> <i>(per account)</i>	\$250 per month	N/A	N/A	\$250 per month	\$250 per month

14. Check Basic and Check Payee Positive Pay has monthly Maintenance Fee of \$60 for first account and \$10 for each additional account. For each check issued an additional \$0.07 applies for Check Basic Positive Pay or \$0.10 applies for Check Payee Positive Pay.

15. Includes one parent account and one subsidiary account. Each additional subsidiary account is \$15 per month.

MONEY MARKET AND SAVINGS ACCOUNTS

CAMBRIDGE TRUST ACCOUNT	Business Concierge Money Market <sup>16</sup>	Business/Non-Profit Money Market	Business Premium Savings	Business/Non-Profit Statement Savings <sup>17</sup>
<b>Daily Balance Range - Interest Rate/APY as of March 6, 2023</b>	\$0.01 to \$39,999.99 - 0.01%/0.01% \$40,000 to \$5,000,000 0.01%/0.01%	Balance \$5,000 and above 0.01%/0.01%	No interest is earned for balances less than \$5,000. \$5,000 to \$9,999.99 - 0.01%/0.01% \$10,000 to \$49,999.99 - 0.01%/0.01% \$50,000 to \$99,999.99 - 0.01%/0.01% \$100,000 or more 0.01%/0.01%	0.01%/0.01%
<b>Minimum Daily Balance to Earn APY</b>	\$0.01	\$5,000	\$5,000	\$0.01
<b>* Monthly Maintenance Fee</b>	\$35	\$6	\$7	\$2
<b>Minimum Balance to Waive Monthly Maintenance Fee</b>	\$40,000 Average Daily Balance	\$5,000 Daily Balance	\$5,000 Daily Balance	\$200 Daily Balance
<b>Minimum Opening Deposit</b>	None	\$5,000	None	None
<b>* Monthly Paper Statement Instruction Fee<sup>13</sup></b>	N/A	\$3	\$3	\$3
<b>Excess Activity Fee</b>	\$10 for each check and third-party withdrawal <b>OR</b> transfer that exceeds 6 per statement cycle	\$10 for each check that exceeds 6 per statement cycle	None	\$1 per withdrawal that exceeds 3 per statement cycle

16. Maximum balance is \$5,000,000.

17. Business Statement Savings can be established as Tenant Landlord account under Mass. General Laws Ch. 186 s. 15B(3)(a) and the Paper Statement Instruction Fee will be waived.

**ITEM PROCESSING FEES**

NSF Return Item Fee <sup>18,19</sup> <i>(check and electronic means)</i>	<b>\$15</b>
Overdraft Paid Fee <sup>19</sup> <i>(check, in-person withdrawal, and electronic means)</i>	<b>\$15</b>
Collection Item – Canadian	<b>Varies</b>
Collection Item – Other	<b>\$30</b>
Stop Payment	
Manual	<b>\$30</b>
Business Online Banking	<b>\$25</b>
Returned Deposited Check Fee	<b>\$6.50</b>
Treasurer's Check	<b>\$5</b>
Bank Money Order	<b>\$2</b>

**WIRE FEES<sup>20</sup>**

Outgoing Wire Transfer Domestic	
Manual	<b>\$30</b>
Business Online Banking	<b>\$20</b>
Outgoing Wire Transfer International	
Manual	<b>\$45</b>
Business Online Banking	<b>\$35</b>
Incoming Wire Transfer <sup>21</sup>	<b>\$12</b>
International Draft	<b>\$40</b>
Draw Down Wire Transfer	<b>\$35</b>

**ATM/DEBIT CARD FEES**

Debit Replacement Card	<b>\$7.50</b>
Expedited Card Replacement	<b>\$40</b>
Debit Cash Advance	<b>\$1</b>
*ATM Transactions at non-Cambridge Trust ATM <sup>22</sup>	<b>\$1</b>

**ACCOUNT OPERATING SERVICES**

Paper Statement Instruction Fee <i>(Monthly per account. Waived when you enroll in Online Banking with eStatements.)</i>	<b>\$3</b>
Interim Statement	<b>\$25</b>
Duplicate Paper Statement Instruction Fee (monthly per account)	<b>\$2.50</b>
International Mailing Address Instruction (monthly per account)	<b>\$5</b>
Account Closing Early <i>(within 6 Months of account opening)</i>	<b>\$50</b>

**ACCOUNT OPERATING SERVICES (continued)**

Zero Balance Accounts <i>(monthly per account)</i>	<b>\$30</b>
Additional Accounts <i>(monthly per account)</i>	<b>\$15</b>
ACH Return	<b>\$2.50</b>
ACH Notification Change	<b>\$2.50</b>
Manual Transfer	<b>\$5</b>
Governmental Fund <i>(monthly per account)</i>	<b>\$150</b>
Sweep Service (Interest Checking) <i>(monthly per account)</i>	<b>\$150</b>
Loan Sweep <i>(monthly per account)</i>	<b>\$250</b>
Sweep to Line/Investment <i>(monthly per account)</i>	<b>\$250</b>
Lockbox Services	<b>Varies</b>
Check Printing	<b>Varies</b>

**BUSINESS ONLINE BANKING FEES –  
ONLINE BANKING FOR BUSINESSES**

Maintenance Fee <i>(monthly per relationship)</i>	
Basic	<b>Complimentary</b>
Standard Business Online Banking for Multi-User Access <sup>23</sup>	<b>\$15</b>
Premium	<b>\$55</b>
ACH Origination <i>(per item)</i>	<b>\$0.22</b>
Same Day ACH Origination <i>(per item)</i>	<b>\$2.50</b>
Remote Deposit Capture <i>(monthly per relationship)</i>	<b>\$75</b>
Positive Pay	
ACH Positive Pay <i>(monthly per account)</i>	<b>\$20</b>
Check Basic Positive Pay Maintenance Fee <i>(monthly fee first account)</i>	<b>\$60</b>
Each Additional Account <i>(per month)</i>	<b>\$10</b>
Per Check Issued	<b>\$0.07</b>
Check Payee Positive Pay	
Maintenance Fee <i>(monthly fee first account)</i>	<b>\$60</b>
Each Additional Account <i>(per month)</i>	<b>\$10</b>
Per Check Issued	<b>\$0.10</b>

**BUSINESS ONLINE BANKING FEES –**
**ONLINE BANKING FOR BUSINESSES (continued)**

Electronic Data Interchange (EDI) Report or ACH Addenda Report <i>(monthly per account)</i>	<b>\$25</b>
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When you sign up for Business Online Banking Premium Service with bill payment, your accounts will have enhanced security with token authentication technology. A setup fee of \$50 per user will apply.

Additional Cash Management services are available and certain fees may apply. Contact your Relationship Manager for more information.

**OTHER SERVICES**

Deposit Account Control Agreement <i>(hourly fee)</i>	<b>\$1,000</b>
Research <i>(hourly fee)</i>	<b>\$25</b>
Escheatment Fee	<b>\$100</b>
Levy/Attachment Processing Fee	<b>Up to \$50</b>
Access to Bulk Storage <i>(per visit)</i>	<b>\$10</b>
Bond Coupons Returned Unpaid	<b>\$20</b>
Coin Counting	
\$0-\$25	<b>Complimentary</b>
\$26-\$100	<b>\$5</b>
\$101-\$500	<b>\$15</b>
Over \$500	<b>5% of Total</b>

**STANDBY LETTER OF CREDIT**

Opening Fee <i>(one time fee)</i>	<b>\$150</b>
Annual Fee	
Secured	Greater of <b>2% of SBLC Amount</b> or <b>\$150</b>
Unsecured	Greater of <b>3% of SBLC Amount</b> or <b>\$150</b>
Amendment Fee	<b>\$50</b>

**TRANSACTION FEES OFFSET BY EARNINGS CREDIT**

The following transaction fees applies to Commercial Checking and Community Partnership Checking Plus Accounts. These fees and the monthly Maintenance Fee may be partially or fully offset by the earnings credit allowance calculated on the average collected balance for the statement cycle.

Check Paid	<b>\$0.21</b>
Refund or Credit	<b>\$0.15</b>
Deposit Ticket	<b>\$0.90</b>
Deposited Item	<b>\$0.12</b>
Incoming ACH Debit	<b>\$0.20</b>
Incoming ACH Credit	<b>\$0.20</b>

**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 network fee for transactions at non-Cambridge Trust Company ATMs except as noted here on the Fee Schedule for business deposit accounts.

**INCOMING WIRE INSTRUCTIONS**

**Wire to:**  
Cambridge Trust Company  
1336 Massachusetts Avenue  
Cambridge, MA 02138 USA  
**ABA Routing Number:** 0113-0059-5  
**SWIFT Code:** CAUPUS31

18. You may be charged this fee each time an item (i.e., check or withdrawal by electronic means) is presented and re-presented against insufficient funds.

19. The combined daily maximum of \$75 applies to NSF Return Item Fee and Overdraft Paid Fee. These fees apply to negative balances and overdrafts created by check, in-person withdrawal, and withdrawal by electronic means, card transactions are excluded.

20. Business Concierge Checking provides 3 complimentary outgoing domestic wire transfers initiated through Business Online Banking per month and incoming wire transfer fees are waived. Wire Fees are waived for IOLTA Checking.

21. Incoming wire transfer fees are waived for Community Partnership Checking.

22. Applicable to Commercial Checking, Business Concierge Money Market, Business/Non-Profit Money Market, Business Premium Savings, and Business/Non-Profit Statement Savings.

23. Complimentary for Community Partnership Checking.



# BUSINESS DEPOSIT ACCOUNT AGREEMENT

**DEFINITIONS.** Throughout this Agreement, these terms have the following meaning:

- “You,” “your,” “account owner,” and “party” refer to the depositor named on the account.
- “We,” “our,” and “us” refer to the financial institution.
- The acronym “NOW” means Negotiable Order of Withdrawal.
- “Item” or “items,” as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- “Debit transactions,” “debit,” or “debits” refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- “Credit transactions,” “credit,” or “credits” refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

**GENERAL AGREEMENT.** 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:

- 1. Deposits.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in 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 items 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 item 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 item 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 whether incurred at trial, on any appeal therefrom or otherwise. Deposits may be subject to a service charge.
- 2. 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 check is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such check.

- 3. 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. You will notify us if your business practices regarding Internet gambling change in the future.
- 4. Set-offs and Security Interest.** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called “set-off”) and under this Agreement (by which you grant us security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. The security interest granted by this Agreement is consensual and is in addition to our right to set-off.
- 5. 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*.
- 6. 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. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third-party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third-party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.
- 7. 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.
- 8. 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, orders, or other items 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, drafts, orders, or other items are processed automatically, i.e., without individual review of each 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, drafts, orders, or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing these items. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees whether incurred at trial, on any appeal therefrom or otherwise) 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 \$1,000.00."
- 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 and other items drawn on your account if the person cashing the check or item 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. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

- 17. Closing Account.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. At our discretion, we have the authority to pay an otherwise properly payable item, which is presented after the closing of your account. Such termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.
- 18. Transfers and Assignments.** We may assign or transfer any or all of our interest in this account. 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 and Electronically-Created Items.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.  
Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.
- 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). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.
- 23. Remote Deposit Capture.** Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only."
- 24. Preauthorized Checks or Drafts.** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**25. Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than six (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.

**26. Verifying Funds Availability for Check.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check or other item from you.

**27. 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.

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

**Available Balance.** We use an available balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

**How We Decide to Pay a Debit or Item.** The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, if applicable; deposit holds; and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Item for Non-Sufficient Funds.** If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission or re-presentation of a debit or item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts.** If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the

transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

☒ **Actual (Ledger) Balance.** We use an actual (ledger) balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

**How We Decide to Pay a Debit or Item.** The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks, if applicable, that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Item for Non-Sufficient Funds.** If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission or re-presentation of a debit or item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees.

The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts.** If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

We use an available balance to determine if we pay a debit or item and we use an actual (ledger) balance to assess fees.

If this is the case, the applicable rules described above will apply.

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. 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.

**29. Processing Order.** We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for the items in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

**30. Stop Payments.**

**Stop Payments on Checks.** If you request us to stop payment on a check you have written, you will give written or other confirmation as allowed by us within fourteen (14) days of making the request. If you fail to confirm an oral stop payment request within the fourteen (14) days, unless our policy provides otherwise, we reserve the right to cancel the

request. Your stop payment request must describe the check 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 until the earlier of 1) six (6) months or other time period not less than six (6) months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the check on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six (6) months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. Our acceptance of a stop payment request does not constitute a representation by us that the check 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 series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

**Stop Payments on ACH Debits.** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three (3) business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for fourteen (14) calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit remains in effect until the earlier of 1) your withdrawal of the Stop Payment Order, 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits, or 3) six (6) months from the date of the Stop Payment Order, or other time period not less than six (6) months as specified in the Stop Payment Order, unless you renew the Stop Payment Order. You may renew the Stop Payment Order for an additional six (6) months to prevent the transfer from being paid by providing a request to us within the time period the Stop Payment Order is in effect. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. 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. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

- 31. Statements.** We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. You must notify us within thirty (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 with reasonable promptness, you will have no claim against us to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one (1) year after we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. 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 written request that we resume sending your statements and you supply us with a proper address.

- 32. Electronic Statements and Notices.** You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your account opening documents. In order to receive your account information in an electronic form, the receiving system may have to meet specific requirements. We will keep you informed of any change to the minimum hardware or software requirements.
- 33. 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 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 Fund 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.

- 34. Real-Time Payments.** We may offer real-time payment services for you to send or receive certain payments or payment-related messages through a real-time payments system. Real-time payments are credit transfers that enable you to send and receive funds with near immediacy twenty-four (24) hours a day, seven (7) days a week, and fifty-two (52) weeks a year. These transfers are subject to transaction value limits (e.g., \$100,000) and settlement is final and irrevocable. Real-time payments are intended for domestic payments only. Payments sent or received by a person outside of the United States are prohibited. Transfers using a real-time payments system are subject to the applicable operating or governing rules of the real-time payments system used, as well as the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), and the rules of OFAC.
- 35. Our Waiver of Rights.** 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.

- 36. Your Waiver of Notice.** By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.
- 37. Death or Incompetency.** Neither the death nor the legal adjudication of incompetence of any individual authorized to act on your behalf, or in the case of sole proprietorships, neither your death nor the legal adjudication of incompetence, revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it.

**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 account opening documents.

**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.

**Transaction Limitations.** Our policy allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account, or we may allow you to make an unlimited number of transfers or withdrawals from these accounts.

**Restrictions on Money Market and Savings Accounts.** If we restrict the number of transfers or withdrawals you can make on these accounts, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the account opening documents, and we may close your account, take away your ability to transfer funds, charge you a fee, or convert the account to a checking or other transaction account if the restriction is violated. No Restrictions on Money Market and Savings Accounts. If we do not restrict the number of transfers or withdrawals you can make on these accounts, your account may still be subject to other transaction limitations. Please refer to the account opening documents to understand which transaction limitations, if any, apply to your 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. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the 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.

# FUNDS AVAILABILITY POLICY DISCLOSURE

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

## PURPOSE OF THIS DISCLOSURE

Our general policy is to allow you to withdraw funds deposited in an account on the first (1st) Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first (1st) Business Day after the day of deposit. Our complete policy is summarized below.

For purposes of this disclosure, the terms "you"/"your" refer to the client and the terms "our"/"we"/"us" refer to Cambridge Trust. The term "account" includes any demand deposit, negotiable withdrawal order account, savings deposit or other asset account.

## DETERMINING THE AVAILABILITY OF DEPOSITS

The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

## AVAILABILITY SCHEDULE

Our policy is to make funds from your cash and check deposits available to you on the first (1st) Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

## LONGER DELAYS MAY APPLY

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

- a. If we believe a check you deposit will not be paid;
- b. If you deposit checks totaling more than \$5,525 on any one (1) day;
- c. If you redeposit a check that has been returned unpaid;
- d. If you have overdrawn your account repeatedly in the last six (6) months; or
- e. If an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fourth (4th) Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

## SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account and checks drawn on us will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of U.S. Treasury checks, U.S. Postal Service money orders, cashier's, certified,

teller's, traveler's, and federal, state and local government checks will be available on the first (1st) Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth (9th) 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 first (1st) Business Day after the day of deposit.

## OTHER CHECK DEPOSITS

Funds from all other check deposits will be available on the ninth (9th) Business Day after the day of deposit.

## FOREIGN CHECKS

Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

## DEPOSITS AT AUTOMATED TELLER MACHINES

If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 2 p.m. EST on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 2 p.m. EST or on a day that we are not open, we will consider the deposit made on the next Business Day we are open. We only allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

## ADDITIONAL DEPOSIT INFORMATION

Electronic funds transfers withdrawn from another financial institution that you initiated through Cambridge Trust Company may not be available until the fifth (5th) Business Day after the date we receive them.

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 with 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 *Fee Schedule - Personal Deposit Accounts* for more information. Please note for re-presented items, you may be assessed NSF Return Item Fee each time the item (i.e., check or withdrawal by electronic means) is presented and re-presented and there is insufficient funds in your account to pay such item.

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 payment 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 overdrawing accounts.

## SAFE DEPOSIT VAULT RULES AND REGULATIONS

1. The Cambridge Trust Company vaults which are used for safe deposit purposes shall be open during normal business hours Monday through Friday. Select locations have Saturday hours. Office hours are posted at each location and on our website **CambridgeTrust.com**. The Bank reserves the right to close the vaults at any time in case of emergency. The Bank also reserves the right to change the hours of opening and closing.
2. The lease of a safe deposit box is granted by the Bank and accepted by the renter (customer) with the understanding that the Bank may end the lease at any time. We'll ask that the renter remove his or her possessions and surrender the box and the keys. If the Bank ends your lease we will refund a prorated portion of your rent. If you voluntarily surrender your box at any time during the year there will be no refund.
3. One person may rent a safe deposit box in his or her name only by signing an individual signature or contact card.
4. Two or more persons may rent a safe deposit box as joint renters by signing their names to a joint signature or contract card with right of survivorship. If one of the joint renters dies the other renter may continue to use the box and have sole access to it.
5. Corporations may also rent a safe deposit box by having one or more persons sign a signature card and by having the same signatures on a corporate resolution form acceptable to us.
6. The Bank shall be notified of any change in the name of any firm, corporation, or institution or of its officers, or of any change of address, or of any vote that may affect the right of access to a safe. All notices required to be given to the Bank by any of these rules and regulations shall be in writing and shall be addressed to Officer in Charge, Vault Department, Cambridge Trust Company.
7. A lessee shall not use a safe or permit it to be used for the deposit of any money, any intoxicating liquor or narcotics or any property of an explosive or destructive or illegal nature.
8. Leases of safes are not assignable by lessees, and any assignment or transfer thereof shall be void.
9. Yearly safe deposit box rentals are due and payable in advance. The Bank may refuse access to a safe deposit box at any time until the yearly rent has been paid. The Bank may change the rental rate paid from time to time. The Bank may deduct the yearly rental from any deposit account that you have with the Bank if the yearly rental is sixty (60) days or more overdue. If the safe deposit box is jointly held we may deduct the rent due from the account of any joint renter.
10. If a key is lost, the Bank shall be notified without delay and the remaining key delivered immediately to the Bank so that the lock may be changed. Any expense incurred by the Bank in opening or repairing a safe or in changing the locks thereon occasioned by the loss of a key or keys or the failure to deliver the same at the termination of a tenancy must be paid by the renter. Failure of a renter or his agent to report the loss or theft of a key to the Bank immediately, shall relieve the Bank from all liability for loss caused by the opening of the safe by an unauthorized person.
11. The Bank is not responsible if access to your safe deposit box is prevented for any reason.
12. The Bank does not provide insurance coverage for the contents of your safe deposit box. You, the renter, may at your own expense, secure your own insurance.
13. The liability of the Bank in respect to property deposited in safes is limited to liability for loss or damage caused by gross negligence in the performance by employees and officers of the Bank of their duties, which shall consist only of: (a) keeping each safe in the vault in which it is located when the lease thereof is entered into, or in a vault of like description; (b) following the Bank's normal security procedure; (c) allowing no person access to said safe, except those whose signature or signatures appear on the contract card. Identification is confirmed by the vault attendant by a signature that he reasonably believes to be that of the customer or customer's duly authorized legal representative. The Bank shall incur no liability on account of or in any way related to the loss or destruction of any money alleged to have been placed in the safe. The Bank shall not be liable for any failure of the vault doors or locks to operate.

14. A customer may examine the contents of his safe deposit box only in the areas provided for that purpose, and keys should not be left in the locks.
15. The Bank, at its option, may not consider a safe deposit box to be surrendered until the keys are returned to the Bank with a written statement from the customer that the box is empty and the customer desires to terminate the lease.
16. If the customer does not pay his rent for one (1) year after it is due, or for any lesser period of time as maybe provided for by statute or under these regulations, the Bank may mail, postage prepaid, a notice to the customer at the last address of record for that customer at the Bank. Said notice shall state that if the rent is not paid within sixty (60) days from the date appearing on the notice, the Bank may forcibly open the customer's box. If the rent is not paid before the notice period expires, the Bank may open the box in the presence of a Bank's officer and a Notary Public not in the regular employ of the Bank and hold the contents in safekeeping until the customer has paid the overdue rent plus all expenses incurred in opening the box, changing its lock and key(s), and safekeeping the contents, or until the contents are deemed abandoned property, whichever is earlier.

If the Bank terminates lease for reasons other than nonpayment of rent, it shall notify the customer in writing of such termination. If the customer does not remove the contents of his box and surrender the keys within thirty (30) calendar days after the date of the termination notice, the Bank may open the box in the presence of a Bank officer and a Notary Public not in the regular employ of the Bank and at its option may mail the contents, certified mail, together with any rent refund due, to the last address of record for that customer at the Bank, or may hold the contents in safekeeping until they are either claimed by the customer or have been deemed abandoned property. The Bank shall deduct its charges and expenses for opening the box and changing its lock and key(s) and for the storage or mailing of its contents, from any rental refund which is due and, to the extent such rent is insufficient, may set off the balance of such charges and expenses from the contents of the box, or charge the customer's deposit accounts for the balance, and/or may bill the customer.

If the Bank has held the contents of a safe deposit box pursuant to the above, and such contents remain unclaimed for seven (7) years or such lesser period as may be prescribed by law, and the amounts due to the Bank as provided above remain unpaid, after giving sixty (60) days notice to the customer requesting payment, the Bank shall deem the contents abandoned and may sell, at public or private sale, so much of the contents as will enable it to realize an amount which will compensate it for unpaid rent, charges, expenses, and costs of sale. The Bank may destroy any contents which in the opinion of a Bank officer have no intrinsic value. The Bank shall turn over any balance of property or sale proceeds to the Commonwealth of Massachusetts as abandoned property in accordance with Massachusetts law. The Bank will honor powers of attorney on the Bank's form, or the client's power of attorney if there is specific mention to access Safe Deposit Box. On a joint box both parties must sign the power of attorney. Either party may cancel. Death of one party to a joint box does not cancel power of attorney. Death of a single renter cancels power of attorney. The Bank will not be liable if it permits the attorney-in-fact access to the safe deposit box after the renter dies or revokes the power of attorney if the Bank has not then received notice of the death or revocation and had a reasonable time to act. The Bank will recognize other legal representatives who can produce necessary court documentation of their appointment. The Bank will perform a will search upon proof of death on a single box. The Bank will honor court orders restricting access to the box, and all costs and expenses, including attorney's fees, incurred in connection with any proceedings relating to access shall be paid by the renter.

The Bank reserves the right with thirty (30) days' notice to the renters, to make amendments and/or additions to the Rules and Regulations, and all renters of safes shall be bound by such amendments or additions.

# PRIVACY NOTICE

Rev. August 2022

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
- Transaction history and assets

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### 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	Yes	No
<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 nonaffiliates to market to you</b>	No	We don't share

## QUESTIONS?

Toll Free (844) 251-4244 | [CambridgeTrust.com](https://www.cambridgetrust.com)

### Who we are

#### Who is providing this notice?

Cambridge Trust Company

### What we do

#### How does Cambridge Trust Company protect my personal information?

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.

#### How does Cambridge Trust Company collect my personal information?

We collect your personal information, for example, when you:

- Open an account or deposit money
- Apply for a loan or seek advice about your investments
- Enter into an investment advisory contract

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

#### Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

### Definitions

#### Affiliates

- Companies related by common ownership or control. They can be financial and nonfinancial companies.
- *Cambridge Trust Company has no affiliates.*

#### Nonaffiliates

- Companies not related by common ownership or control. They can be financial and nonfinancial companies.
- *Cambridge Trust Company does not share with nonaffiliates so they can market to you.*

#### Joint Marketing

- A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
- *Cambridge Trust Company does not jointly market.*



## 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  
**clientresourcecenter@CambridgeTrust.com**



Visit Our Website  
**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 **CambridgeTrust.com/locations**

## ATM Networks Worldwide



CAMBRIDGE  
— TRUST —

PRIVATE BANKING | WEALTH MANAGEMENT