



Agreement for Your Account

Welcome to Eastern Savings Bank, fsb. This Business Account Agreement (“Agreement”) explains important terms and conditions which govern your account (s) with Eastern Savings Bank, fsb (the “Bank”, “us”, “we”, “our”) and the services set forth herein. Please read this Agreement carefully and keep it with your banking records for future reference.

You agree that your accounts will only be established and used for commercial purposes, and not for personal, family or household purposes. When you sign our signature card, whether in writing or electronically, and/or continue to have an account with us, you and each authorized signer on your account effectively agree to this Agreement, together with applicable schedules, disclosures, including fee, and rate disclosures. Your accounts with us will be deemed located and domiciled in Maryland.

This Agreement applies to all accounts you have with us that are not consumer accounts. This Agreement supersedes any previous deposit account agreement and applicable disclosures with us. For terms and conditions governing optional products and services not referred to herein, such as Positive Pay, Remote Deposit Capture, Online Wire Transfer and Automated Clearing House Services, refer to the agreements specific to those products and services.

Account Funding

You agree to fund your account within 30 days of account opening, or we may close the account.

Account Ownership

The Bank may rely solely on its records to determine the form of ownership of your account. The Bank may presume that any person named as an owner, in addition to you in its records, owns the funds in your account as a co-owner. Account ownership is non-transferrable.

ACH New Account Funding

ACH Funding will be posted upon final credit from the external bank; typically, 2 - 3 business days after the new account is opened.

Adverse Claims

If any person or entity makes a claim against funds in your account, or if the Bank believes that a conflict exists between or among the *authorized signers* on your account or that there is a dispute over matters such as the ownership of your account or the authority to withdraw funds from your account, the Bank may, without any liability to you, take one or more of the following actions:

- Continue to rely on the Bank's records to determine the ownership of or the identity of the *authorized signer(s)* for your account;
- Honor the claim upon receipt of evidence satisfactory to the Bank to justify such claim;
- Freeze all or a part of the funds in your account until the dispute is resolved to the Bank's satisfaction;
- Close your account and send a check for the *available balance* in your account payable to you; or
- Pay the funds into an appropriate court.

The Bank may charge your account for expenses (including attorney's fees and expenses) and any fees the Bank incurs.

Adjustments

We may make adjustments to your account from time to time. This may be due, for example, to the return of an item you deposited which was unpaid or if a deposit is posted in the wrong amount. Adjustments will be reflected on your periodic statement (if any).

Amendments

We reserve the right to amend, modify, add to, or delete (collectively referred to herein as “change(s)”) the terms or conditions of this Agreement without prior notice to you, except as required by law. Your continued use of a service or an account constitutes your acceptance of the change. Changes may include a deletion, modification, or amendment of an existing term or the addition of a new term not otherwise contemplated when you entered into this Agreement or opened your account(s). Any change will take effect immediately, unless stated otherwise in any notice we make available to you.

Unless otherwise expressly required by law, a notice of the changes, or a copy of the revised Agreement or schedule, may be sent to you to at the address as it appears on our records, by posting information in our offices, on our website, or by otherwise making the information available to you in writing or electronically.

Appropriate Account Usage

Do not use a commercial account as a consumer account.

Authorized Signers

An authorized signer is someone to whom you give all rights you have now or in the future to make withdrawals and deposits, and to otherwise transact on your account and receive account information. Merely by designating an authorized signer you do not give any ownership rights in the account. Any one of the authorized signers may sign checks or withdrawal orders and give us instructions regarding the account, including an instruction to close the account. However, if there is a conflict, we reserve the right to require all authorized signers to sign an item, withdrawal order, or other instruction on the account.

Even if the authorized signers on an account change, we may continue to honor checks, withdrawal orders, and other instructions by authorized signers until we are notified in writing not to do so.

Beneficial Owners

Government rules require us to verify the identity of the “beneficial owners” of certain “legal entity” customers each time an account is opened. If you are opening an account on behalf of a covered legal entity, we will ask you for identifying information for each beneficial owner. You will be required to provide the appropriate documentation and to certify that this information is true and accurate. You agree to notify us in writing of any changes in beneficial owners.

Business Days

Our business days are Monday through Friday, excluding federal holidays or days on which we may be closed due to emergency conditions.

Cash

Under our insurance policies we are required to maintain cash on hand at a minimum, just sufficient to meet the regular needs of our customers. For this reason we may require one week's notice on cash withdrawal requests in excess of \$2,000.

Check Cashing

Checks drawn on the Bank payable to a non-customer consumer or business may, at the discretion of the Bank, only be negotiated in exchange for a Cashier's Check payable to that exact consumer or business name. Prior to negotiation, the consumer provides identification we deem acceptable or business must have the endorsement guaranteed on that check by its financial institution. We may charge a fee for this service, which may be deducted from the check.

Business Account Agreement

Choice of Law

This Agreement is governed by federal laws and, when applicable, the laws of the State of Maryland.

Check Forms and Special Conditions

We require you to use a check printer that meets technical standards for checks that are acceptable to us and the Federal Reserve Bank System. We reserve the right to disregard any information on the check other than the drawer's signature, the payee, the amount, any magnetically-encoded information at the bottom of the check, and endorsements on the reverse side of the check unless we have previously agreed to do so in writing. For example, we will not be liable for any damages because we pay an item which contained any conditional statement or restriction such as "Void after 90 days", "Void over \$100", or "Payment in Full".

Closing an Account

You agree to notify us of your intention to close your account, and we reserve the right to request that your notice be in writing that affirmatively acknowledges that closing the account could affect your receipt of financial services. After a deposit account is closed, we have no obligation to accept deposits or pay any outstanding items or other debits. You agree to hold us harmless for refusing to honor any check, item or other debit on a closed account.

For security reasons, we may close your deposit account and require you to open a new account if there is a change in authorized signers, there has been a forgery or fraud reported or attempted involving your deposit account, your personal information was the subject of a data breach, any deposit account checks are lost or stolen, you have too many transfers from a deposit account that has transaction limitations, or you have violated any other provision of an agreement you have with us.

The Bank reserves the right to close your account for any reason or without cause. We need not advise you of the reason for taking this action. The Bank need not give advance notice of any closure. After an account is closed, we have no obligation to accept deposits or pay any outstanding items or other debits, but we may do so at our option. If your account is closed by the Bank, it may issue a single Cashier's Check for the account balance payable to accountholder and may mail or deliver that check to the accountholder, subject to any right the Bank may have under any agreement covering the account or the Bank's right of setoff.

Compliance with Laws, Rules, and Regulations

You agree to comply with all laws, rules, and regulations applicable to you, to your activities and to your use of our services. This includes your agreement to comply with (to the extent applicable to you and your actions) federal anti-money laundering laws, sanctions laws administered by the Office of Foreign Assets Control, currency transaction or Bank Secrecy Act reporting and recordkeeping requirements, and any state counterpart of the same. Upon request by us, you must inform us about and disclose to us the identity of all persons who have a beneficial interest in you (if you are a non-natural person) and in your transactions.

You represent and warrant that you will not use, and agree not to use, your account or any service we provide to you for any unlawful purpose. For example, you represent, warrant and agree not to accept or make payments in connection with the participation of any person (including yourself) in unlawful Internet gambling. You acknowledge that "restricted transactions" (as defined in the Unlawful Internet Gambling Enforcement Act and its implementing regulations) are prohibited from being processed through your accounts or your relationships with us. We reserve the right to deny transactions or authorization from merchants apparently engaging in the Internet gambling business or identifying themselves through card transaction records or otherwise as engaged in that or any other illegal or improper business. Further, we reserve the right to block or close any account which we believe may be

involved in any such restricted transactions.

You represent and warrant that you are not, and you agree to take no action that would result in your being deemed or treated as, a money service business under any applicable state or federal law, except to the extent that you have specifically and in writing previously informed us that you are a money service business. Notwithstanding the foregoing, we reserve the right to refuse to open or to continue to maintain any deposit account.

You represent and warrant that you are not, and you agree to take no action that would result in your being deemed or treated as, a marijuana related business under any applicable state or federal law, except to the extent that you have specifically and in writing previously informed us that you are a marijuana related business. The term "marijuana related business" shall include a business that derives a substantive portion of its revenue from providing goods or services to a marijuana business, regardless of whether that marijuana business is licensed under state law. Notwithstanding the foregoing, we reserve the right to refuse to open or to continue to maintain any deposit account.

You represent and warrant that you are not, and you agree to take no action that would result in your being deemed or treated as, a cryptocurrency business (e.g., digital wallet, cryptocurrency trading, accepting of payments in cryptocurrency, etc.), except to the extent that you have specifically and in writing previously informed us that you are a cryptocurrency business. Notwithstanding the foregoing, we reserve the right to refuse to open or to continue to maintain any deposit account.

You covenant, and represent and warrant that the foregoing is true and correct, as of the opening of your account and again each time you make a deposit or withdrawal or otherwise use a service offered by us. You agree to provide us with evidence showing that you are in compliance with the above, reasonably satisfactory to us, upon our request. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter. You agree to indemnify, defend and hold us harmless from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by or arising out of your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

Converting Account and Revoking Privileges

Without limiting our ability to close your account, we may alternatively convert your account to another type of account or revoke privileges when we consider it appropriate or necessary to do so. For example, we may revoke privileges, or convert your account to another account type if your account frequently has debits against uncollected funds or if your account has excessive deposit activity or if you use a business account for consumer purposes.

Death or Incapacity

You agree to immediately notify us about the death or incapacity of any owner or authorized signer on your account. Until we receive such notice in writing, and have a reasonable opportunity to act on it, we may continue to honor items drawn on your account by the authorized signer(s). We may suspend, refuse, and reverse any transactions or deposits if any owner or authorized signer dies or is declared by a court to be incompetent. However, even with knowledge, we may pay checks drawn on the account for ten (10) days after the date of death. Refer to

the discussion below regarding the treatment of "Direct Deposits".

Deposit of Demand Drafts and Remotely Created Checks

You agree not to attempt to deposit any demand draft or remotely created check (an unsigned draft or preauthorized draft) into your account. If you do so, you agree to indemnify us for any loss we may incur as the result of such deposit and you agree to indemnify us from all loss, expense and liability related to the deposit. Further, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person(s) identified as the drawer.

Deposit of Preauthorized Drafts

A pre-authorized draft is an arrangement whereby you get authority from a person (a customer usually) to access a deposit account owned by that person to pay a debt that person owes you. You deposit these "drafts" into a deposit account with us, and we collect them from your customers, who may have accounts with us or at other banks. (These "drafts" are checks you create based on information your customer provides you, such as customer's name and account number, and express permission your customer gave you to draw on his account). When you deposit these pre-authorized drafts, you make the following agreements and warranties:

- You have express, verifiable and binding authorization from your customer to access his, her or its account for the amount you ask us to collect;
- You will keep proof of your authorization in retrievable form for not less than two years from the date of the authorization and provide us with proof upon our request;
- We may reverse credit given to you for any draft deposited to your account and returned to us regardless of when it is returned or the reason for the return.

Deposit Preparation, Sorting, and Endorsements

You agree to properly prepare, sort, and endorse all deposits according to requirements specified in any application user guides and Federal Regulation CC. You agree to indemnify us for any loss we incur that result from your failure to comply with these requirements.

Deposits - Truncation, Substitute Checks, and Other Check Images

If you truncate an original check and create a substitute check or other replacement document, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with the time requirements as outlined in your Remote Deposit Capture Agreement with us. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

Direct Deposits

If we deposit or credit any amount in your account which should have been returned to the state or federal government or any other third party for any reason, you authorize us to deduct the amount from your account or from any other account you have with us without prior notice and at any time, except as prohibited by law. You also authorize us to use any other legal remedy to recover the amount of our liability.

Facsimile or Mechanical Signatures

Many customers use a facsimile or other mechanical signature, including a stamp, referred to herein as ("facsimile signature") to execute agreements, authorize transactions, provide and authorize instructions

and to indorse or otherwise complete other documents. If you use any form of facsimile signature in connection with any account, you agree to deliver a sample to us before you begin using it, and to execute and deliver agreements in a suitable form, if we so require. If you use a facsimile signature for any of these purposes, you are responsible for any such transactions, instructions or indorsements that appear to us to bear a signature that resembles the signature of a person authorized to sign on your account. When you use a facsimile signature in connection with any account, you agree you shall have the sole responsibility for maintaining security of the facsimile signature or device by which it is affixed, and you shall bear the entire risk for unauthorized use thereof, whether or not you are negligent, except as may be required by law. You agree that we may rely on facsimile signatures that resemble the appropriate original or any signature specimen given to us and that appears to have been made through an authorized medium, regardless of how the facsimile signature came to be placed on the item. We may rely on facsimile signatures, even if they were placed on agreements, transactions, instructions, items or otherwise without your knowledge or consent. We may pay items bearing facsimile signature, regardless of the persons to whom they are drawn or paid. A facsimile signature that resembles an authorized signer's signature or any facsimile signature specimen is not considered a forgery or an unauthorized signature, and such a facsimile or automated signature shall be effective as your signature or indorsement, without regard to color variation, whether or not you have been negligent. You further agree to indemnify, defend, and hold us harmless from and against any and all losses, damages, claims, costs or expenses (including attorneys' fees and costs) incurred by us as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature or the device by which it is affixed. This means that we are not responsible for any misuse of a facsimile signature we believe you authorized.

Fraud Prevention

Lost, stolen, or unauthorized items - If any of your unissued paper items has been lost or stolen, or if you learn that unauthorized items are being issued on your account, you agree to notify the Bank at once. To the extent that your failure to so notify the Bank hampers the Bank's ability to prevent loss, the Bank will be relieved of any liability for such items. Upon receipt of any such notice, the Bank may at its sole discretion and without any liability to you take one or more of the following actions:

- Close your account and open a new account for you
- Dishonor any paper item you or an authorized signer have indicated may have been lost or stolen (unless you or an authorized signer subsequently have instructed the Bank to honor such an item) or
- Pay any paper item presented for payment on your account, provided you have instructed the Bank to pay such paper item and given the Bank the check number of that paper item

If the Bank opens a new account for you and you have authorized a third party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), the Bank will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you due to your failure to notify that third party in a timely fashion of the number of your new account.

FDIC Insurance

We are a member of the Federal Deposit Insurance Corporation (FDIC). The FDIC insures all deposit accounts governed by these rules to the maximum amounts allowed and according to federal regulations governing insured deposits

For current information relating to deposit insurance coverage, you may contact the FDIC toll - free at (877) 275-3342 or visit the FDIC website at www.fdic.gov.

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Fees

A schedule of fees associated with our business deposit accounts is provided in our Business Accounts Disclosure and Business Services and Fee Schedule (together, the "Fee Schedule"). The Fee Schedule that applies to your account is deemed a part of the contract between you and us. You agree to pay the fees we charge, and you give us the right to collect any fees, as earned, directly from any of your account balances.

We may change fees at any time. You can get current information about services and fees that apply at any of our banking offices or online at easternsavingsbank.com.

Force Majeure

Notwithstanding any other provisions of the Agreement, the Bank shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under this Agreement if such failure, error, malfunction or delay results from events due to any cause beyond its reasonable control, including, without limitation, unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions or any other factor, medium, instrumentality, condition or cause not in the Bank's control. We will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or communication received by the Bank from you, your agents, your authorized signers, other financial institutions, or any other third party. In addition, we shall be excused from failing to transmit, or delaying the transmission of, any transaction, if such transmittal would result in our having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve Board guidelines or in our otherwise violating any provision of any present or future risk control program of the Federal Reserve Board or any rule or regulation of any other U.S. governmental regulatory authority. The Bank shall not be liable for any failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any law, regulation, requirement or provision of any government, government agency, banking or taxation authority in accordance with which the Bank is required to act, as shall be determined in our sole discretion.

General Use of Credit File Information

You certify as to the accuracy of the information you provide to us and authorize the Bank to use consumer reporting agency/agencies to access the credit file of you or any authorized signer to facilitate the processing of your application for the Bank's financial products and to authenticate your identity and that of any authorized signer for legal and regulatory compliance purposes. You understand that you may be asked questions based on the information in your credit file as part of this process. You also understand that we may review your credit history and past banking relationships.

Information at Account Opening

Federal law, including the USA PATRIOT Act, requires all financial institutions to obtain, verify and record information that identifies each person or business that opens an account. When you apply for a business account, we will ask for your business name, address, and Tax Identification Number (TIN). We will also ask for the name, date of birth and social security number of you and, if applicable, each beneficial owner and control person of you (if you are a legal entity), which will allow us to verify their identity. We may validate the information you provide to us to ensure we have a reasonable belief of your identity and your business. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account

if it was previously funded. When you apply for a Sole Proprietor account, we will ask you and any authorized signer for your legal name, residential address, date of birth and Social Security Number (SSN). We will require one or more forms of unexpired photo identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded.

Legal Process

Legal process includes a writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture or other similar order. We may accept and comply with legal process: served in person, by mail, by facsimile transmission, or by other means. Any such legal process is subject to the Bank's security interest and the right of setoff. The Bank will not notify you of a grand jury subpoena affecting you or your account.

Any fees or expenses the Bank incurs in responding to any such legal process may be charged against any account you maintain with the Bank. In addition, the Bank may charge you a fee for responding to legal process as disclosed in the Fee Schedule. We may, but are not required to, send a notice to you of the legal process.

Limitation of Liability; Indemnification

Whether in connection with your account or a service, in no event will either party to this Agreement or its respective directors, officers, employees, or agents be liable to the other party for any special, consequential, indirect or punitive damages, whether any claim is based on contract or tort or whether the likelihood of such damages was known to either party. The forgoing limitation of liability will not apply where expressly prohibited by the laws governing your account. The Bank will not have any liability to you if there are not sufficient available funds in your account to pay your items due to actions taken by

- The Bank in accordance with this Agreement or
- Any third party

Except to the extent that the Bank fails to exercise ordinary care or breaches this Agreement, you agree to indemnify and hold the Bank and its directors, officers, employees, and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including their attorneys' fees and legal expenses) arising out of or in any way connected with the Bank's performance under this Agreement. You agree that this indemnification will survive the closing of your account and the termination of any service.

Lost/Stolen/Destroyed Cashier's Checks

You do not automatically have the right to stop payment on cashier's checks you purchase from us. If a cashier's check is lost, stolen or destroyed, please contact us for the procedures to obtain reimbursement or have the cashier's check reissued. In general, you must complete a declaration of loss form describing the cashier's check and how it was lost, stolen or destroyed. We will then wait ninety (90) days from the date the check was issued before we pay your claim. If ninety (90) days has already passed, we will act on your claim within a reasonable time. If the check is presented during the ninety (90) day waiting period, we may pay the item to a person entitled to enforce the check. If this happens, we will not pay your claim.

If we determine that any such instrument is presented by or on behalf of a person who may be a holder in due course or who may otherwise have the right to obtain payment of the cashier's check from the Bank, we may, without notice to you, pay the cashier's check, even though you may have paid us a fee to not honor the cashier's check.

Multiple Signatures

We will have no responsibility for reviewing the number or combination of signatures on an Item drawn on your account. This means that if you have indicated that one or more signature is required in connection with an Item drawn on your account, the Bank will have no liability to you if a transaction is conducted on or through your account contrary to the signature requirements you have specified, provided at least one of the required signatures appears on the Item.

Our Receipt of Deposits

In receiving deposits, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. All deposits are posted to your designated deposit account conditionally, and only if the item is payable in U.S. dollars, subject to our receipt of final payment. If final payment is not received on any item you deposited to your account or that we cashed for you, or if any direct deposit, automated clearinghouse deposit or other electronic fund transfer to your account is dishonored by the issuing financial institution for any reason, you agree to pay us the amount of the dishonored deposited funds, and you authorize us to debit any deposit account with us of which you are an owner, without prior notice and at any time, for the amount of the returned item or other deposit. You also authorize us to debit your account for the amount of our returned item fee, any interest paid on the deposit, and any other fee we pay or loss we incur. We may also use any other legal remedy to recover the amount you owe us. We are not responsible for any transactions, including any transactions sent through the mail, until we actually receive and post the transaction to your account. We are not liable for the default or negligence of our duly selected agents or correspondents, nor for losses in transit.

Processing Transactions and Posting Orders

Posting transactions to your account impacts your account balance. Posting a credit increases your balance. Posting a debit or hold reduces your balance. Credits include but are not limited to the following: teller deposits, direct deposits and credits we make. Holds include but are not limited to the following: deposit holds, debit card authorizations, and holds related to cash withdrawals and electronic transfers. Debits include withdrawals, transfers, payments, checks, one-time and recurring debit card transactions, and fees. We use automated systems to process transactions and then to post transactions to accounts. When we process multiple transactions for your account on the same day, you agree that we may in our discretion determine our posting orders for the transactions and that we may credit, authorize, accept, pay, decline or return credits, debits and holds in any order at our option.

You agree that we may determine in our discretion the categories, the transactions within a category, the order among categories, and the posting orders within a category. We sometimes add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may in our discretion make these changes at any time without notice to you.

Credits, debits and holds are received throughout the day. You should note that often we do not receive debits on the same day that you conduct them. We generally post credits and debits to your account, and report them on your statement, in a different order than the order in which you conduct them or we receive them.

Overdrafts

When we determine that you do not have enough available funds in your account to cover a check or other item, then we consider the check or other item an insufficient funds item. We will either authorize or pay the insufficient item and overdraw your account (an overdraft item) or we will decline or return the insufficient item without payment (a returned item).

We pay overdrafts at our discretion, which means we do not

guarantee that we will always, or ever, authorize and pay them. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying future insufficient funds items. The Fee Schedule explains when we charge you fees for overdrafts and for declined or returned items and the dollar amount of the fees.

Post-Dated Checks

We are not obligated to review the date of any item presented to us to determine if it is dated after the date of presentment and may, but are not obligated to, honor the item prior to that date. You acknowledge that any postdated item may be presented to us prior to the date shown on the item, and you will hold us harmless if we honor the item prior to that date. You agree that we may also return a postdated Item to the presenter before the date shown on the Item without liability for wrongful dishonor.

Powers Of Attorney

A Power of Attorney over a business deposit account from an account owner or authorized signer will not be accepted by us.

Preventing Misuse Of Your Account

You agree to take reasonable steps to ensure the integrity of your internal procedures with respect to your account and items drawn on your account or deposited to it. To help prevent embezzlement and protect your business assets, the Bank recommends that you:

- Review daily account activity through online banking services.
- Reconcile statements for your account as you receive them and notify the Bank immediately of any problem.
- Review your transaction activity for unexpected fluctuations.
- Destroy any paper item that you do not intend to use.
- Notify the Bank immediately when an authorized signer's authority ends so that their name can be removed from all signature cards and online banking access and any cards that the Bank has issued to the signer can be cancelled.
- Do not sign blank paper items.
- Secure your supply of paper items at all times. Stolen paper items are a common method of embezzlement.
- Assign responsibilities for your account to multiple individuals. Those who reconcile statements for your account should be different from those who issue items drawn on your account.
- Obtain insurance coverage for these risks.

Remotely Created Checks and Electronically Created Items

A remotely created check is a writing not signed by the customer that is created by a third party under the purported authority of the customer for the purpose of charging the customer's account with a financial institution. A remotely created check is also known as a demand draft. A remotely created check must contain the customer's account number and may contain the customer's printed or typewritten name, a notation that the customer authorized the draft, or the statement 'no signature required' or words to that effect.

An electronically created item is an electronic image resembling a check, created from your information that was not actually derived from an original paper check.

If you voluntarily give information about your account (such as our routing number and your account number) to someone and authorize them to draw against your account, we may charge your account and pay any items, including remotely created checks and electronic items initiated by the person to whom you gave the information. You also agree that we may pay an electronically created item even though the item was not created from an original paper check, whether presented in the form of a remotely created check or an electronic item. You authorize us to continue to honor items or debits from a payee previously authorized by you, until you instruct us to cease to do so, whether or not

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the payee is acting within the scope of your initial authorization, subject only to such liability as may be imposed upon us by law. If you want us to stop honoring items from a payee previously authorized by you, you must tell us in writing. Until you notify us that such items are not authorized, we can continue to pay them and will not be liable to you even though the items are not in accordance with any authorization you may have given.

This does not, however, obligate us to honor remotely created checks, electronically created items or similar items or entries. We may refuse to honor remotely created checks, electronically created items or similar items or entries without cause or prior notice, whether or not we have honored or dishonored similar items or entries previously.

You agree that we are under no obligation to verify whether the name and account number shown on the remotely created checks or electronically created items are consistent. If any information on a remotely created check or electronically created item is incomplete, inaccurate, or in error, you agree that we may, at our sole discretion, either pay the remotely created check or electronically created item and charge your account for the check or item as drawn or refuse to honor the check or item and, without prior notice to you, return the check or item unpaid. You further agree to indemnify and hold the Bank harmless for losses resulting from our honoring or dishonoring any such debit.

You further agree not to present remotely created checks or electronically created items for deposit, unless we have given prior express written approval.

Right to Setoff

Subject to applicable law, we may, but are not obligated to, use the funds in your accounts to pay any due and payable debt(s) and obligation(s) that you owe us which are not paid when due. This is referred to as a "setoff." If we exercise this right of setoff, we shall comply with all applicable laws. We will notify you promptly of the action taken. Generally, you agree that all sums in deposit accounts will be subject to our right of setoff for liabilities owed to us by any one or more of the account owners, including any other person who is a joint account owner; or any partnership of which you are a general partner; or any other person or entity with whom you are a co-obligor, or have agreed to act as surety or guarantor, or for whose debts you are liable or may be contingently liable.

You authorize us to use account funds to pay your debts and obligations to us even if the setoff results in an early withdrawal penalty or the dishonor of items. If we exercise our right of setoff, our duty to pay any items presented for payment on your account during the business day preceding the day on which the setoff occurs may be terminated, and you agree that we may return those items unpaid. If we do return items, we also will charge you a Non-Sufficient/Uncollected Funds – Returned Item fee for each returned item.

If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balances for which we properly accelerated the due date under the note.

We will not be liable for the dishonor of any item or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment. This right of setoff does not apply to this account if: (a) it is a tax-deferred retirement account or (b) the debtor's right of withdrawal only arises in a representative capacity.

Stale-Dated Checks

We may choose to pay or not to pay, or accept for deposit, any check

presented more than 6 months after the date written on the check unless there is a valid stop payment order in effect. We are not responsible for any liability you may incur as a result of our decision to pay, not to pay or accept for deposit such an item.

Standard of Care

The Bank will meet its standard of care for your account, provided the Bank exercises ordinary care in the transaction at issue. When the Bank takes an item for processing by automated means, "ordinary care" does not require that the Bank examine the item. In all other cases, "ordinary care" requires only that the Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. The Bank's policies and procedures are general internal guidelines for the Bank's use and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your account. A mere clerical error or an honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

Statements

You should promptly examine carefully your account statements and, if applicable, account transaction activity online along with any accompanying items to protect your rights including your right to dispute transactions that you believe are unauthorized, counterfeit, altered, or forged. Because you are in the best position to discover and deter any problem, you agree to review and verify your account transactions daily as if your transaction history shown online was a traditional periodic statement. If discrepancies are found, you must notify us immediately in writing, or the statement will be considered correct. You will be deemed to have received your statement 3 business days after its date, absent proof of an earlier or later actual delivery date. Online statements will be deemed to have been received the day they are made available online. For purposes of this Statement section, each day's posting of account activity made available to you online or via a mobile device shall be deemed a statement and the timeframes set forth herein shall run from the date the transaction information is posted online. Failure to report irregularities within 15 days shall preclude you from recovering any amounts from us. Also, we are not responsible for multiple unauthorized signatures or alterations by the same wrongdoer if you do not notify us within 15 days after your statement reflecting the first such irregularity was received or otherwise made available to you. In any event, if you do not discover and report to us any unauthorized signature, draft, or alteration within 45 days after your statement reflecting the item was received or otherwise made available to you, you are absolutely precluded from asserting the problem against us.

The Bank may require that affidavits and police reports be filed before any reimbursements will be made. You agree to assist Eastern Savings Bank in any investigation it or others may make and, if needed, to be a witness in any hearing, proceeding, or action brought against the person or persons responsible for this action. In addition, the Bank will not be liable if items are forged or altered so cleverly that such fraud could not reasonably be detected.

Check Safekeeping. Copies of your checks and other Items paid from your deposit account will be held by us instead of returned to you. An image of the front and back of the checks you write and are presented for payment will be deemed to be made available to you no later than the day after the items are presented to us for payment. We will keep the image copies of the front and back pursuant to applicable law and our document retention policy which are subject to change. Copies of retained Items will be provided upon request, and we may assess a fee for providing such copies.

Bank's Duty of Care. In accordance with reasonable banking standards, most checks and other Items presented to us for payment are processed through automated processing and, except in limited circumstances and

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subject to such reasonable sampling procedures as we establish at our discretion, most Items are not individually examined to verify your signature or that the Item is otherwise properly payable. You agree that we act within reasonable banking standards by processing most checks and other Items through automated processing systems.

Stop Payment Request – Checks and Drafts

If you do not want us to pay a check or draft you have written or authorized, you can order us to stop payment prior to the check being presented. A stop payment order (verbal or written) is valid for six months and may be renewed for another six months by informing us again. A confirmation of your stop payment order will be sent to your address on record for requests made not in person. Unless contact is made either correcting or cancelling the stop payment, the stop payment is considered to be verified and in effect as per the information on the form. If you do not renew the stop payment order, the Bank will not be liable for items paid after the order ceased to be in effect. YOUR STOP PAYMENT ORDER MUST INCLUDE YOUR NAME, YOUR ACCOUNT NUMBER, AND THE CHECK NUMBER, THE EXACT AMOUNT AND THE PAYEE. The Bank is not responsible if the item is not defined with reasonable certainty (including a stop placed on a duplicate check number). We may charge a fee for each stop payment order. You authorize us to accept a stop payment order from any authorized signer, even if another authorized signer signed the check. Your stop payment order takes effect when it is recorded in our account records on file with us, which may be the next business day after your stop payment is received. You agree to indemnify and to hold us harmless for the amount of the check on which the stop payment is made and for all expenses and costs incurred by refusing payment of the check. Should you wish to cancel your order, you must authorize the release in writing. There is a charge for each Stop Payment Order request and for each renewal.

Hold Harmless. You agree to hold us harmless from all liability because we refuse to pay an Item subject to your Stop Payment Order. If we re-credit your deposit account after paying an Item over a valid and timely Stop Payment Order, you agree to sign a statement describing the dispute you have with the payee, to transfer to us all of your rights against the payee or other holder of the Item, and to assist us in any attempt we make to recover the funds from that person.

Unsigned Drafts. If you voluntarily give information about your deposit account (such as our routing and transit number and your account number) to a person who is seeking to sell you goods or services or collect a debt, we may consider any resulting debit as authorized by you, even if you did not physically deliver a check to the person or personally sign the instrument, unless you notify us to the contrary in accordance with our rules on Stop Payment Orders.

Telephone Calls: Calling, Monitoring and Recording

For our mutual protection, and to enable us to provide better service to you, we may monitor and/or record any of our telephone conversations.

Unclaimed Property – Accounts Presumed Inactive or Abandoned

Your account will be considered "inactive" if you have not initiated any activity to your account (or a Time Deposit that has matured), corresponded with us concerning the account, or engaged in another deposit, credit, or trust relationship with us during a reasonable period of time. If your account is inactive, we may close the account, and if applicable, charges may be assessed. The account is presumed abandoned after three years of inactivity and the funds remitted to the State of Maryland or other appropriate jurisdiction in accordance with the Maryland Uniform Disposition of Abandoned Property Act.

Your Insurance Coverage

It is recommended and many businesses carry special insurance for employee fraud/embezzlement and cyber risks. The Bank reserves the right to require that you file your claim with your insurance company

before making any claim against the Bank. In such event, the Bank will consider your claim only after the Bank has reviewed your insurance company's decision, and the Bank's liability to you, if any, will be reduced by the amount your insurance company pays you.

Checking and Savings Accounts

From time to time, we may offer you or you may open a variety of deposit accounts. Each such account (the "Account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. This disclosure describes the terms, services and the interest calculation with respect to the deposit accounts opened with us. Our current rates for deposit accounts can be found at our website, www.easternsavingsbank.com.

Interest

If your account earns Interest, the following information applies unless otherwise specified in the description for your account type:

Rate Information:

- The interest rate and corresponding annual percentage yield (APY) for checking, savings, and money market accounts are variable and are set at our discretion.
- Your interest rate and APY may change.
- Fees may reduce earnings.
- We may change the interest rate on your account at any time.
- Interest rates and APYs for different balance ranges are available on our website at easternsavingsbank.com
- We reserve the right to change balance ranges or apply the same interest rate to more than one range.

Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the balance in the account each day.

Compounding and Crediting: Interest is compounded daily and calculated on a 365 day basis (366 days in a leap year). Interest is credited on a monthly basis.

Accrual of Interest on Noncash Deposits: Interest begins to accrue no later than the business day of the deposit of noncash items (for example, checks).

Right to require advance notice of withdrawals: For all accounts, we reserve the right to require seven days' prior written notice of withdrawal. Although we usually pay withdrawals or checks without prior notice on these accounts, doing so does not mean that we give up that right.

Limitations on Withdrawals

The Bank may choose to impose limits on the number of certain types of withdrawals and transfers you can make each month from your savings or money market account. You can make no more than a combined total of five (5) per month fee-free transactions (subject to Available Balance) from among the following:

- In person withdrawal transactions
- Preauthorized transfers
- Telephone transfers
- Online Banking and Mobile Banking transfers or bill payment transfers
- Transfers by debit card or draft, if allowed on your savings account
- Any other electronic funds transfer not listed above

In addition, each time a transfer is paid against your account in excess of those allowed by the Bank, you will be assessed a fee in accordance with the Fee Schedule.

We may refuse to allow any withdrawals without the Bank creating liability to you, if we have a concern that one or more transactions on your account may have been unauthorized or fraudulent, if there is a

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dispute concerning the deposit account that makes us uncertain regarding the instructions that have been given, the deposit account is garnished or attached, the deposit account has been pledged to the Bank as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you have failed to repay an obligation to us on time.

Business Certificate of Deposit (CD)

When you open a Business CD, you agree to keep your funds in the account until the maturity date. You must deposit the minimum deposit set forth in the Business Rate Sheet. We provide a confirmation notice at account funding. Certificates of deposit are opened for a fixed amount and held for a specific term. Withdrawal prior to the maturity of the term selected will result in an early Withdrawal Penalty which will reduce the interest earned and could result in the loss of some of the principal. Interest rates on CD accounts will vary based on the term requested. The interest rate on a CD account is determined on the day the account is funded. Our current rates for time deposits can be found at our website, www.easternsavingsbank.com.

Interest

We use the daily balance method to calculate the interest on your account. Interest begins to accrue on the business day you deposit non-cash items (for example, checks). Interest is compounded daily and credited monthly. Any stated annual percentage yield (APY) assumes that principal and interest remains on deposit for one year. APYs are calculated based on a 366-day year in a leap year. A withdrawal of interest will reduce earnings. Any stated APY assumes interest will remain on deposit for one year. We may limit the form of payment of interest on Certificates of Deposit.

Maturity Options

Unless otherwise noted, Business CD's automatically renew for the same term and at the current interest rate then paid on the day of maturity. The current interest rates are always available on our website. You may also email or call us on the maturity date and we can tell you what the interest rate will be for the next renewal term.

Grace Period

If the Business CD automatically renews, you have seven calendar days from the maturity date that you can make changes to your CD's term, rate, or make additional deposits or withdraw funds without penalty before it automatically renews for the same term. This time period is referred to as the "Grace Period". Interest earned during one term that is not withdrawn during or within the grace period immediately after that term is added to principal for the renewal term. If you close the CD during the grace period, earnings paid from the maturity date up to the withdrawal will be at the rate in effect on the maturity date.

Early Withdrawal Penalty

On a Business CD account, we will impose a penalty if you withdraw any or all of the principal before the maturity date. You have contracted to keep your funds on deposit for the agreed term. You may not withdraw all or part of a CD except as provided in this Agreement. At our discretion, we may allow you to withdraw all or part of your funds at times other than the grace period.

A withdrawal of principal prior to the maturity date of any certificate will cause the forfeiture of earnings as set forth below, unless your account disclosures provide a different penalty.

<u>Term</u>	<u>Penalty</u>
3-17 Months	90 Days
18-47 Months	180 Days
48-60 Months	365 Days

Penalties are calculated using simple interest. The penalty is charged to the account regardless of the length of time the funds withdrawn have remained in the account. If we are required to pay an amount from

your CD (i.e. levy or garnishment), we may charge you an early withdrawal penalty, calculated on the amount withdrawn from the CD.

Consent to Electronic Communication

You agree that any notice or other communication may be provided to you by us electronically (including by email to you or by posting on our website). You agree to notify us immediately of any change in your email address. Any communication we make will be considered made when transmitted or posted by us.

Funds Availability

Your Ability to Withdraw Funds from Checking Accounts

Federal Reserve Regulation CC addresses when funds deposited to checking accounts (called "transaction accounts" in the Regulation) are to be made available for withdrawal or other use. NOT included in this definition are certificate of deposit accounts ("CDs") and other types of savings accounts. For availability of deposits to these other types of accounts, see "All Other Deposit Accounts."

Our policy is to make funds from your check deposits to your checking account available to you on the first business day after the day we receive your deposit. Cash will generally receive credit on the same business day. Electronic direct deposits will be available on the day we receive the deposit.

If you make a deposit before 4:00 p.m. 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 4:00 p.m. or on a non-business day, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply for Deposits to Checking Accounts

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our associates, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

Special Rules for New Checking Accounts

If you are a new customer, the following special rules will apply during the first 30 days your checking account is open.

An account is considered a new account during the first 30 calendar days after the account is established. An account is not considered a new account if any customer on the account has had, within 30 calendar days before the account is established, another transaction account (including a

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dormant account) at the depository bank for at least 30 calendar days. Funds from electronic direct deposits to your account 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 US Treasury, US Postal Service money orders, cashier's, certified, teller's, traveler's, and federal, state and local government checks, as well as Federal Reserve and Federal Home Loan Bank checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available within nine business days 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 may not be available until the second business day after the day of your deposit. The first \$5,525 of funds from all other check deposits will be available within seven business days after the day of your deposit. The excess over \$5,525 will be available within nine business days after the day of your deposit.

Holds on Other Funds (Check Cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your checking account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

Holds on Other Funds (Other Account)

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods described elsewhere in this Agreement for the type of check that you deposited.

All Other Deposit Accounts (Savings and Certificates of Deposit)

If your deposit is made to or cashed against an account that is not a checking account, the funds will generally be available as follows:

- \$100 and UNDER Deposit: Second business day after the day of your deposit
- OVER \$100 and on new accounts: Up to the seventh business day after the day of your deposit

If you need to be sure when a particular deposit will be made available for withdrawal, please ask us.

Customer Responsibility

Although funds have been made available to you and you have withdrawn them, you are still responsible for problems with the deposit, such as checks deposited being returned unpaid. You represent and warrant to us that all endorsements on any check (including checks payable to a third party) you cash or deposit are genuine and complete and that the check has not been altered or forged in any way. When checks are disputed or returned to us for these or other reasons, we may deduct the amount of the disputed/returned check from any of your accounts with the Bank.

Envelope Depository

Should you wish to do so, the Bank will accept deposits and/or payments through the use of an "envelope depository" (a "drop" receptacle into which envelopes may be placed during business and non-business hours). You authorize the Bank to remove your deposit and/or payment from the envelope, count the funds, and credit your account. You agree to accept the Bank's count of the funds as final. All non-cash items will be received subject to collection. The Bank will mail a receipt for your deposit and/or payment to your address as reflected in the Bank's records. The envelope depository is provided as a convenience to our customers and the Bank will not be responsible for any loss suffered by you resulting from your use of said depository unless caused by the Bank's gross negligence or willful misconduct.

Funds Transfer Services:

The Uniform Commercial Code includes provisions relating to funds transfers. These provisions define the following terms: funds transfer, payment order and beneficiary. These terms are used here as they are defined in Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state of Maryland. In general, a funds transfer is the process of carrying out payment orders that lead to paying a beneficiary. The payment order is the set of instructions given to the Bank to transfer funds. The beneficiary is the person or business who receives the payment. We may charge fees for sending or receiving a funds transfer. We may deduct our fees from your account or from the amount of the transfer. For current fees, please refer to our Fee Schedule.

The following provisions apply to funds transfers you send or receive through the Bank but do not apply to electronic funds transfers governed by Regulation E of the U.S. Federal Reserve Board. If you have a specific agreement with the Bank for these services, these provisions supplement that agreement to the extent these provisions are not consistent with the specific agreement.

Fedwire

Fedwire is the electronic funds transfer system of the US Federal Reserve Banks. When you send a payment order or receive a funds transfer, we or other banks involved in the funds transfer may use Fedwire. If any part of a funds transfer is carried out by Fedwire, your rights and obligations are governed by Regulation J of the Federal Reserve Board.

In-Branch Wire Cutoff Times

We have cutoff times for processing payment orders through our branch offices. If the Bank receives your domestic payment order after 3:00 PM ET, or on a non-business day, it may be processed on the next funds-transfer business day. We will make a reasonable effort to process your incoming and /or outgoing wire request on a same-day basis. However, there may be circumstances that prevent the immediate processing of the wire (that is, Corporate Headquarters' holiday observed).

Amending or Canceling Wire Transfers

You may only amend or cancel a payment order prior to the funds transfer being sent by the Bank. If you ask the Bank to do this, we may make a reasonable effort to act on your request. But we are not liable to you if, for any reason, a payment order is not amended or cancelled. You agree to reimburse the Bank for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.

Inconsistency of Name or Number

When receiving a payment order, payment may be made by the Bank, or by other banks, to which the payment order is forwarded, based solely on the account number even if the account number identifies a beneficiary different from the beneficiary named by the Originator of the payment order. Furthermore, when receiving a payment order, we may rely, and any other banks to which the payment order is forwarded may rely, on the bank identification number provided in the payment order even if the identification number identifies a bank different from the bank named by the Originator of the payment order.

Sending Wire Transfer

Generally, requests to wire funds from your account must be done in person with appropriate identification by 3:00 PM ET Monday through Friday for same-day processing. The Bank will not be liable for incorrect payment information. We may select any intermediary bank; funds transfer system or means of transmittal to send payment orders. Our selection may differ from that indicated in your instructions.

Notice of Rejection

The Bank may reject payment orders. We notify you of any rejection

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electronically or orally. We are not liable to you for the rejection or obligated to pay you interest for the period before you receive timely notice of rejection.

Errors or Questions about Payment Orders

The Bank will notify you about funds transfer by listing them on your account statement. In some cases, we may also notify you electronically or in writing. You must notify us at once if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice, including a statement of relevant facts, no later than 15 calendar days after the date (a) you first noticed the error or (b) of the statement on which the problem or error appears ("statement" includes the information being available to you electronically online or on a mobile device). If you fail to notify us within this 15-day period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

Receiving Wire Transfers

The Bank may receive instructions to credit funds to your account. We may receive wire transfers directly from the sender, through a funds transfer system or through some other communications system. If a wire transfer is received by Us on a non-business day or the day after Thanksgiving, it may not be credited until the next business day.

ACH Provisional Payment Rule

Credit given by us to you with respect to an automated clearing house credit or debit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and 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 (i.e. Originator of the entry) will not be deemed to have paid you the amount of such entry.

Notice of ACH Transfer

Under the Operating Rules of the National Automated Clearing House Association (NACHA) which are applicable to ACH transactions involving your account, we are not required to give next-day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in periodic statements we provide to you.

ACH Debits and Credits

From time to time, originators that you authorize may send Automated Clearing House (ACH) credits or debits for your account. For each ACH transaction, you agree that the transaction is subject to the NACHA Operating Rules and any local ACH operating rules in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction. You should be cautious about giving someone your account number to help prevent unauthorized transactions on your account. You must notify the Bank immediately of unauthorized activity.

Endorsements

You authorize us to supply any missing endorsements if items are made payable to you or your order and you have not endorsed them. You warrant that all endorsements on items deposited to your account are genuine. Endorsements must be placed only in the area so designated on the back of an item.

Online Banking and Bill Payment Services

Terms and Definitions

The following terms and definitions apply with respect to EasternEase Business Online Banking and Bill Payment Services:

- "Access Credentials" means any personal or secret code or personal identification number (PIN), including any code or PIN used in

connection with any out-of-band authentication procedures, user identification technology, fingerprint or touch identification, facial recognition, token, certificate, access device, security questions, procedures, processes, or credentials selected by you or issued to you by us, as the case may be, that will be used by you to obtain access to the Services, to authenticate you, and/or to authorize Service transactions and activity. The term includes, as the context may require, any additional access numbers, words, or codes required by the applications or equipment that you use in connection with the Services or that are otherwise established by you.

- "Authorized Users" means, as applicable, authorized signers on your Service Accounts or other trusted employees, agents, and/or persons whom you allow to act as your representatives to access your Service Accounts and to use the Services on your behalf.
- "Bill Pay Service" means the electronic bill payment service described in and provided under the terms of this Agreement and also referred to as the "EasternEase Business Bill Pay Service."
- "Card" means a debit card issued by us to you and associated with an account. (NOTE: Reference to any Card in this Agreement should not be construed as meaning such a Card is currently available or that you or your account are eligible for issuance of a Card.)
- "Device" means a compatible and supported personal computer or other electronic computing or access device (including a Wireless Device, as the context may require) that meets the requirements for use of the Services. Certain Devices may not be compatible for use in connection with all Services described in this Agreement.
- "Mobile Banking Service" means the mobile electronic banking services described in and provided under the terms of this Agreement, also known as "EasternEase Business Mobile."
- "Mobile Remote Deposit Capture Service" means the Wireless Device check scanning and check image transmission service described in and provided under the terms of this Agreement. This service may also be known as mobile deposits.
- "Online Banking Service" means the basic online banking services and features described in and provided under the terms of this Agreement, also known as "EasternEase Business Online."
- "Online Statements Service," also known as "eStatements," means the electronic account statements service described in and provided under the terms of this Agreement.
- "Service(s)" means any product or service we provide to you under or pursuant to the terms of this Agreement, as the context may require.
- "Service Account" means any account or other financial product or service that you maintain with us and in connection with which you use or may use any function or feature of any Service. A Service Account may include, for example and without limitation, a deposit account, or a loan account or other line of credit account. We reserve the right to determine the eligibility and/or ineligibility of any account or financial product or service as a Service Account, and the eligibility and/or ineligibility of any Service Account for any Service functionality or transaction, at any time and from time to time, in our sole and absolute discretion and without notice to you, subject to the requirements of applicable law.
- "Service Email Address" means any email address you provide to us for notification purposes, as updated from time to time by you, in connection with your enrollment in and activation of EasternEase Business Online. It is solely your responsibility to ensure that each Service Email Address is current and accurate at all times.
- "Transaction(s)" means all electronic funds transactions performed through one or more of the Services, including electronic direct deposits and debits, external transfers, mobile banking deposits, telephones, Internet-enabled device, and other electronic means.
- "We", "us", and "our" mean and refer to, as the context may require, Eastern Savings Bank, and any agent, independent contractor, vendor, service provider, designee, or assignees that we may, in our sole discretion, involve in the provision of the Services.

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- “Wireless Device” means a compatible and supported mobile phone and/or other compatible and supported wireless devices that may be used in connection with any mobile Services described in this Agreement.
- “You”, “your”, and “yours” mean and refer to (i) each and every person who now or hereafter is an account holder or owner with respect to, or has any interest in, any Service Account, and (ii) each and every person who now or hereafter subscribes to or uses any Service (including, without limitation and as the context may require, any person permitted by you to use any Service).

Other terms may be defined elsewhere within this Agreement.

Equipment; Security; Using Email

Equipment. You are solely responsible for obtaining and maintaining in good working order (including installation of upgrades and patches), at your expense, all equipment, hardware, software, and any telecommunications, data transmission and/or internet services that may be required in connection with the use of any of the Services. Such equipment, hardware, software, and services must meet such technical standards and specifications as we may require from time to time. Please call us at the telephone number provided in the “Errors or Questions” section of this Agreement if you have questions about technical standards and specifications. We are not responsible for any third party software that you may use in connection with any Service. Any such software is accepted by you “AS IS” and is subject to the terms and conditions of the Software agreement you enter into directly with the third party software provider at the time of download and/or installation. We do not guarantee the compatibility of the Services with all modem types, computer systems, internet browsers, hardware and/or software. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as “malware”, “keystroke loggers”, and/or “spyware”), problems or malfunctions resulting from any computer viruses, or related problems that may be associated with the use of an online or wireless system. We recommend that you routinely update your anti-virus software, apply all security patches for your operating system, and activate available firewalls.

Protecting Your Access Credentials. You agree to keep your Access Credentials confidential, to prevent unauthorized access to your Service Accounts, and to prevent unauthorized use of the Services. You agree not to give your Access Credentials or make them available to any person or entity who is not authorized to access your Service Accounts for the purpose of performing the transactions contemplated by the Services or who intends to or may use the Services for the purpose of accessing and compiling account data for such person's or entity's own commercial gain. You should change elements of your Access Credentials (including login passwords) frequently. You should avoid using your Card personal identification number (PIN) as a password. You may reset certain Access Credentials, including your password, within EasternEase Business Online. If your access to the Services is blocked or if you forget your Access Credentials, you may contact us at the number provided in the “Errors or Questions” section of this Agreement. We may issue new Access Credentials to you if you lose or forget your Access Credentials, although they may not be immediately available for use in accessing the Services.

Protecting Your Personal Information and Systems. In addition to protecting your Access Credentials, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other information may allow unauthorized access to your Service Accounts. You also are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control and for protecting, securing, and backing up all information and data stored in or on your Devices.

Your Service Email Address. You agree to keep your Service Email

Address(es), as well as your mailing address, current and updated with us at all times. To notify us of a Service Email Address or mailing address change, please call us at the telephone number provided in the “Errors or Questions” section of this Agreement during our normal business hours. You also may update your Service Email Address within EasternEase Business Online. Except to the extent otherwise required by applicable law or regulation, you agree that we are under no obligation to re-send, re-transmit, or otherwise deliver to you any Services notifications or information that we have transmitted to your Service Email Address and that has been returned “undeliverable” or otherwise rejected for delivery.

Communication by Electronic Messaging and Email. Conventional email is not a secure method of communication over the Internet, and we recommend that you not send confidential or privileged information, such as account numbers and financial information, to us by conventional email. The Message Center function in EasternEase Business Online is a secure method of communication that allows messages to be sent and received within EasternEase Business Online. An electronic message sent by you will not be immediately received by us. No action will be made on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. If you need to contact us immediately, please refer to the “Errors or Questions” section of this Agreement. You cannot use conventional email or Message Center to make a payment or remittance transaction, account inquiry, or other transfer of funds. There may be other limitations to your use of electronic messaging from time to time in effect. The following provisions apply to communications by email:

- You agree and acknowledge that the information communicated via email to or from us may include information regarding any or all of the Services we feel may be of added interest to you.
- You acknowledge that you have been advised and understand the risks of using email with respect to the communication of information regarding the Services and that we are unable to guarantee the authenticity, privacy or accuracy of information received or sent by email or to monitor the authorization of persons using your email address to send or receive information.
- In the event you receive information from us via email that you believe is intended for another recipient, you agree to immediately return the information to us and to thereafter delete the information from your Device. You shall not use the information for any personal or commercial purposes.
- You agree that certain information communicated from us to you may be confidential in nature as a communication between you and us. You agree to maintain the confidentiality of the information and to refrain from sharing the information with any other person or entity or from using the information for any purpose that is not related to the Services or your financial relationship with us.
- In the event that you believe that an unauthorized person has gained access to your Device or your email account, you agree to immediately notify us so that we can cease communication of information to you via email until you and we take measures jointly agreed upon to protect your financial information.
- Having acknowledged the risks associated with communicating financial information via email, you (i) agree that we have no obligation to monitor or investigate the use of your Device or your email account, or the source of any communication received from you bearing your email address, (ii) release us from any claim or liability arising from or in connection with any communications sent or received using email, and (iii) agree to indemnify and hold harmless us from all claims, losses, expenses or liability arising in any way out of or connected in any way with the use of email as contemplated by this Agreement.
- To the extent any other agreement between you and us requires you to deliver written notice to a particular address regarding any matter, you agree that these provisions regarding the use of email do not displace or modify any such requirement for a written notice, and you

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agree to comply with any requirement for a written notice without reference to these provisions regarding the use of email.

Email Fraud. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against email fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing”). You acknowledge that we will never contact you by email in order to ask for or to verify account numbers, Access Credentials, or any sensitive or confidential information. In the event you receive an email or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree not to respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email. You should forward any suspected fraudulent or suspicious email to the email address provided in the “Questions or Errors” section of this Agreement or as we otherwise may direct. You agree that we are not responsible for any losses, injuries, or harm you may incur as a result of any electronic, email, or internet fraud, subject to the requirements of applicable law.

Responsibility and Liability for Transactions. You are solely responsible for the security of your PIN/Password all uses of your Card. All Transactions made with your PIN/Password and/or Card are conclusively presumed to have been authorized by you. We shall have no liability to you for any unauthorized Transaction made using your PIN/Password and/or Card that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

Our Liability for Failure to Make Transfers. If we do not properly complete a transfer to or from your account on time or in the correct amount according to the terms of this Agreement, we will not be liable (and any guarantee within this Agreement as to the timely delivery of transfers will not be applicable) if any of the following occurs:

- Through no fault of ours, you do not have sufficient collected funds in the account to complete the transaction;
- The transaction would exceed the credit limit on any overdraft line of credit linked to the account;
- Your telephone, Device, Internet service provider, telephone line, modem, or other equipment is not operating properly;
- The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- You do not properly follow instructional materials provided in connection with the Service;
- You do not authorize a transfer within a sufficient period of time for your transfer to be completed by any applicable deadline;
- You have not provided us with correct, complete or accurate information necessary to complete the transfer;
- Any third party involved in the transfer mishandles or delays the handling of the transfer;
- Your funds are held or frozen, or a court order or other legal process prevents us from making a transfer;
- Your Access Credentials have been reported lost or stolen;
- We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
- If the Transaction would exceed one of the established limits contained in the Agreement or communicated to you in writing as a case-by-case exception;
- Any telecommunications or other utility service you use in connection with the Service has been disconnected or there are deficiencies in the quality of such service;
- If the account is dormant;
- If we or you have terminated this Agreement or closed the account;
- Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- Making a transfer would cause us to violate any law, rule, or

regulation to which we are subject;

- Your account is presumed abandoned under applicable law, or we consider your account to be dormant or inactive under our policies and procedures; or
- Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages). There may be other qualifications or exceptions to liability stated in this Agreement or in other agreements we have with you, or otherwise provided by applicable law.

In other cases, if we fail or delay in making a Transaction pursuant to your instructions, or if we make a Transaction in an amount that is less than the amount in your instructions, then (unless otherwise required by law) our liability shall be limited to interest on the amount that we fail to timely pay or transfer, calculated from the date on which the Transaction was to be made until the date it was actually made or you notify us of the problem, whichever occurs first, but in no event to exceed 30 days’ interest. We may pay such interest either to you or the intended recipient of the Transaction, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a Transaction in an amount that exceeds the amount in your instructions, or if we permit an unauthorized Transaction after we have had a reasonable time to act on notice from you of possible unauthorized use, then (unless otherwise required by law) our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest on that amount from the date of the Transaction to the date of the refund, but in no event to exceed 30 days’ interest. If we become liable to you for interest under this Agreement or applicable law, such interest shall be calculated based on the lowest interest rate we are then paying on our deposit accounts. In no event shall we be liable for interest compensation unless we are notified of a discrepancy within 30 calendar days of the discrepancy being reflected in Online Banking or a periodic statement, whichever shall come first. Unless otherwise required by law, in no event will we be liable to you for special, indirect, or consequential damages, including, without limitation, lost profits or attorneys’ fees, even if we are advised in advance of the possibility of such damages. You agree to reimburse us and indemnify us for any loss or expense we incur and for any claim made against us in providing these Services to you, including any reasonable legal fees we have in this regard.

Financial Information. You agree from time to time, upon our request, to provide us with current financial information about yourself. We may terminate your Services if you fail to provide such information or if you no longer qualify for Services based on our review of the information you supply.

Authentication. We reserve the right, in our sole discretion, to authenticate any request for a Service prior to effecting the same. We are entitled to rely on any communication, instrument, document, telephonic, or computer instruction believed by us in good faith to be genuine and correct and to have been given, signed, or sent by anyone on your behalf. We shall not be liable to you for the consequences of such reliance. You agree that these procedures are commercially reasonable, are designed to authenticate the use of the Services, are not designated for your protection, and are not used to detect errors in the transmission or content of any instruction.

Provisional Credit. Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

Right to Stop Payment and Procedure for Doing So. You generally must contact the person to whom you make the payments in order to stop those payments. If we attempt to stop payment for you, you understand that we

may not be successful or that the ACH rules governing such payments may not permit us to stop payment. You agree to hold us harmless if we are unsuccessful in stopping a payment and to indemnify us from liability if we are successful in stopping a payment.

Transaction Control Functions

We may, in our discretion, provide functions within one or more of the Service applications described in this Agreement whereby you may electronically activate settings to restrict, block, limit, or otherwise control certain Service Account transactions automatically (a "Transaction Control Function"). A Transaction Control Function may include, for example, a setting that allows you to prevent your Card from being used for online purchases. By enabling or using any Transaction Control Function, you agree to the terms of, and you agree to comply with, all instructional materials, technical requirements, and on-screen guides we disclose or make available to you in connection with the Transaction Control Function, as the same may be amended by us from time to time. You are solely responsible for activating and deactivating any transaction control settings that are available through any Transaction Control Function, and you agree that we will not be liable to you or to any third party as a result of processing or handling Service Account transactions according to your transaction control settings. Any Transaction Control Function may rely on transaction information provided by third parties such as payment networks, merchants, and financial institutions. You agree that we will not be liable to you or to any third party in the event we process or handle any Service Account transaction in conflict with your transaction control settings as a result of erroneous, inaccurate, or incomplete transaction information provided by a third party. Subject to the terms and features we disclose for any particular Transaction Control Function, we will implement the transaction control settings you make as soon as reasonably practicable. However, you agree that we will not be liable to you or to any third party in the event we process or handle any Service Account transaction in conflict with a transaction control setting you have made if we have not had a reasonable opportunity to implement the setting. Our provision and your use of any Transaction Control Function does not relieve you of your responsibility to diligently monitor activity in your Service Account, to promptly review Service Account statements as they are made available to you, and to promptly report any errors or unauthorized transactions, or lost or stolen Cards, according to the terms and conditions of the agreements governing your Service Account.

EasternEase Business Online Banking Service

General Description of Service. Subject to the terms and conditions of this Agreement, the Online Banking Service enables you to use your Device to do the following using the EasternEase Business Online banking product:

- Obtain balance information.
- Pay bills from your Bill Payment account.
- Transfer funds between your accounts.
- Obtain statement information.
- Review recent Transaction information to confirm deposits and checks cleared.
- Transfer funds to accounts you have with other financial institutions that you have designated for such transfers (subject to availability).
- Import and export account information into compatible financial management software.
- Send electronic mail to the Bank.

If you need assistance with this service, you may call 1-866-679-7467.

Service Account Inquiries. You may use EasternEase Business Online to determine the balance and recent activity in Service Accounts. Any balance or recent activity provided through the Service will include a date as of when the balance is current. The balance or recent activity provided through the Service may include deposits still subject to verification by us. Also, the balance or recent activity provided may differ from your records because it may not include deposits in process, outstanding checks, or other withdrawals, payments,

charges, or transactions.

Limitations on the Dollar Amount of Transactions. For EasternEase Business Online banking and bill pay service Transactions, you may transfer the available balance from an account to another account or pay bills up to the available balance in your Bill Payment account in accordance with the BUSINESS ELECTRONIC TRANSACTION LIMITS disclosure appended hereto and available at any branch office or at easternsavingsbank.com.

Transfers among Service Accounts. You may use EasternEase Business Online to make one-time or recurring Funds Transfers to and from Service Accounts. You agree to follow the applicable Service instructional material we provide in order to schedule and initiate fund transfers. Because of the time required to process transactions, a Funds Transfer that you initiate may or may not be reflected in the balances of your affected Service Accounts in the Service before the transfer is actually processed and posted in our official records for the Service Accounts. Subject to the requirements of applicable law, you agree that we shall have a reasonable opportunity and time to complete the posting of Funds Transfers. A Funds Transfer must be entered before any business day cutoff time that may be displayed in the Service application in order for the transfer to be processed and posted on the same business day. A Funds Transfer that is initiated after the business day cutoff time or that is scheduled for a future date that is not a business day (including recurring Funds Transfers that are scheduled for future dates) will be processed and posted no later than the next business day. It is your responsibility to schedule each Funds Transfer far enough in advance to ensure that we have sufficient time to receive and process your transfer request by the time you require the movement of the funds and the posting of the transaction. Please refer to applicable Service instructional material for additional information on Funds Transfer options. Future Dated Transfers may be cancelled or changed through the Service at any time prior to the Transmit Date. If you use the Service to transfer funds to a loan account you have with us, the funds will be applied to the loan according to the loan terms and conditions.

Cancelling and Changing Funds Transfers. You may initiate available Transactions as "Today" Transactions, "Future" Transactions, or "Recurring" Transactions. You have up until 3:59 p.m. on a business day to initiate a Today Transaction. Today Transactions initiated at 4:00 p.m. or after on a business day or at any time on a non-business day for bill payments will be processed on the next business day. All external Transfers (if available) completed before 8:00 p.m. on a business day will be posted to your account upon completion of your session. We cannot guarantee when another financial institution will process an external Transfer and post the transaction; however in most cases the transaction will post within 1 to 2 business days. The Service will confirm a Today Transaction only if you have sufficient and available funds in your Bill Payment account to cover it. Future Transactions may be initiated up to 364 calendar days in advance. These Transactions will take place on the "effective date" you enter or the next business day thereafter if the effective date falls on a non-business day. Sufficient funds to cover Future Transactions must be available and will be deducted from your Bill Payment account. Future Transactions may be canceled or modified until approximately 3:59 p.m. of the scheduled business day. Transactions designated as Recurring will be made in the same amount to the same account or payee in the frequency you request (that is, weekly, bi-weekly, monthly, etc.). You will designate the date to start the Recurring Transactions and the date of the last Recurring Transaction. The Transaction will be processed on the effective date you enter or the next business day thereafter if the effective date falls on a non-business day. Sufficient funds to cover Recurring Transactions must be available and will be deducted from your Bill Payment account. Recurring Transactions may be canceled or

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modified until approximately 3:59 p.m. of the scheduled business day. Please also refer to [Right to Stop Payment and Procedure for Doing So](#). Upon completion of a Transaction, a confirmation number will be given. You should record this number along with the payee, effective date, and payment amount in your register or other record.

All Transactions on a non-business day will be posted to your account on the next business day. Payments and Transfers scheduled on weekends or holidays will be considered made on the next business day. Actual posting to your account may be delayed by up to two business days depending on when you initiate your Transaction. In all cases, sufficient funds must be available at the start of the business day the Transaction is scheduled to be initiated and remain available until the date that the funds are actually deducted from the account at issue. If funds are withdrawn or your balance is otherwise decreased prior to the time that the funds are actually deducted from the account for the Transaction, the Transaction will not process, but you will be assessed a fee for non-sufficient funds. Refer to our Fee Schedule for current fees for non-sufficient funds.

Posting of Online Banking Transfers. All internal Transfers will be credited to your account upon completion of your session. "Future" and "Recurring" Transfers will be credited to your account by the opening of business on the "effective date" or the next business day if the effective date is a non-business day.

Equipment and Technical Requirements. To perform Transactions, you must have an Internet-enabled device to utilize these Services. It is your responsibility to acquire the equipment, hardware, or software necessary to access the Services.

Limitation of Liability. We provide the Services and related documentation "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We are not responsible for any errors or failures caused by the malfunction of the Internet-enabled device or telephone. We also are not responsible or liable for any computer virus caused by use of an online system.

Fees. You may be charged for the various Services provided in connection with your account(s). These fees are disclosed in the Fee Schedule which is available on our website and in any of our deposit branches. These fees will automatically be deducted from your account. If you do not have sufficient available funds in your account on the date a fee or charge is due, you authorize us to charge the amount to any other account you have with us.

New Services. We may have occasion to incorporate new options into these Services. By using such new options, you agree to be bound by the rules concerning those options, which will be mailed to you or disclosed through the Service, as appropriate.

Termination of Service. You may terminate your use of these Services by giving us five business days' advance notice. We may terminate your use of these Services, in whole or in part, at any time without prior notice. We shall have no duty to provide any of these Services after termination, including, but not limited to, any Future or Recurring Transactions you previously scheduled.

EasternEase Business Bill Pay Service

Terms and Definitions. The following terms and definitions apply with respect to the Bill Pay Service:

- "Biller" means the person or entity to which a Payment is to be directed through the Bill Pay Service.
- "Due Date" means the date on which your Payment is due, as shown on your Biller's statement. The Due Date is not the date on or after which your Payment is considered late.
- "Payment" means the remittance of funds to a Biller through the

Bill Pay Service.

- "Payment Account" means the Service Account from which the Payment will be debited.
- "Scheduled Payment" means a Payment that has been scheduled through the Bill Pay Service.
- "Scheduled Payment Date" means the date on which you want your Biller to receive your Payment.

General Description of Service. Subject to the terms and conditions of this Agreement, the Bill Pay Service enables you to use your Device to electronically initiate one-time or recurring Payments to Billers.

Provision of Payment Information. You agree to provide such information as we may request from time to time in order to process Payment transactions you initiate through the Bill Pay Service. This information may include, for example, the name and address of the Biller and your Biller account number. You are responsible for ensuring that the information you provide is current, accurate, and complete, and you assume responsibility for any transaction error that results from stale, inaccurate, or incomplete information furnished or entered into the Service application by you. If you wish to amend any Payment or Biller information you have provided, you must follow applicable Service instructions for doing so. We shall have a reasonable opportunity to process any amended information, and amended information submitted by you may not be applied to transactions already in process. You acknowledge and agree that we may edit or alter data or dataformats according to the Biller's directives and/or in order to process Payment transactions more efficiently.

Biller Participation. We make no representation or warranty that any Biller you wish to pay through the Bill Pay Service will participate as a Biller in the Service or be able to receive Payments initiated through the Service. We reserve the right to restrict the categories of Billers that may be paid through the Service. We further reserve the right, to the fullest extent permitted by law, not to complete any Payment to any Biller in the event we, in our sole and absolute discretion, deem ourselves or our assets insecure or subject to unreasonable exposure or risk. In the event that we are unable to, or decline to, process or complete Payments to a Biller, we will notify you (however, we may not notify you if the transaction is otherwise prohibited by this Agreement). We will not be liable to you in the event any Biller does not, cannot or refuses to accept Payments initiated through the Service, or in the event any Payment submitted to a Biller is returned, or in the event any Biller delays posting or fails to post any Payment to your account with the Biller, or in the event we exercise our right to decline to complete Payments to any Biller.

Scheduling Payments. All payments you make will be deducted from the Payment Account. You may select up to 250 payees within the continental United States to pay through the Service. You cannot use the online banking and bill pay service to pay a federal, state, or local government agency or tax unit or other payees we designate from time to time. You may use the Bill Pay Service to make one-time, future, or recurring Payments to Billers. You agree to follow the Service instructional material we provide in order to schedule and initiate Payments. For each Payment you attempt to schedule, the Service will designate the earliest possible Scheduled Payment Date for that Biller, which typically is five (5) or fewer business days from the current date. The Service will not permit you to select a Scheduled Payment Date that occurs before the earliest possible Scheduled Payment Date designated for each Biller. When scheduling a Payment, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement. If the actual Due Date falls on a non-business day, you must select a Scheduled Payment Date that is at least one (1) business day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or the end of any grace period. You are responsible for any

late charge, finance charge, penalty or default or other consequence that may result from your selecting a Scheduled Payment Date later than the Due Date. The Service may let you choose Scheduled Payment Dates that are not business days. If you have scheduled a series of recurring Payments, Payments in the series that fall on Scheduled Payment Dates that are not business days will be processed on the prior business day.

Method of Payment. Except in cases where the Service allows you to select a payment method, we reserve the right to select, in our sole discretion, the method by which to remit any Payment on your behalf to any Biller. Methods we select may include an electronic payment, a check made payable to the Biller and drawn on our account, a check made payable to the Biller and drawn on your Payment Account, or any other method for remittance of funds that we may elect to use. When you use the Bill Pay Service to enter instructions for a Payment, you authorize us to complete the Payment using any of these methods. If we elect to remit a Payment by means of check drawn on your account, you expressly authorize us to execute such check on your behalf notwithstanding any resolution, signature card, or other document filed with us that purports to limit authority over your Payment Account (including, without limitation, any document which provides for multiple signatures on any check or draft), whether currently on file or submitted or modified in the future. You agree to submit instructions for a Payment only when there are or will be sufficient funds in the Payment Account to cover both that Payment and any other items or charges to be paid from the Payment Account. Depending on the method we choose for remittance of a Payment, funds for the Payment may be debited from your Payment Account electronically on or about the Scheduled Payment Date or may not be debited until the Payment item we issued to the Biller is presented for payment, which may be before or after the Scheduled Payment Date. You are responsible for ensuring that sufficient funds will be available in the Payment Account whenever that Payment item might be presented. In any event, to the fullest extent allowed by law, we reserve the right to debit your Payment Account in the amount of any Scheduled Payment at the time you enter instructions for the Payment or at any time thereafter as we deem necessary or convenient to ensure the successful completion of the Payment.

Cancelling or Changing a Scheduled Payment. You may cancel or change any Scheduled Payment (including recurring payments) that has not begun processing by following the instructions within the Bill Pay Service. Once the Service has begun processing a Scheduled Payment, you cannot cancel or edit the Scheduled Payment using the Service.

If you do not have sufficient and available funds in your account to cover a scheduled payment, the payment will fail, and an online banking message will be sent. You must otherwise be in compliance with the terms and conditions of this Agreement.

Returned Payments; Payments Sent to You. Payments made through the Bill Pay Service may occasionally be returned for various reasons. These reasons may include, for example, a change in the Biller's address, incorrect information about the Biller or your account number with the Biller, or problems or issues associated with your account with the Biller. In the event a Payment is returned, you authorize us either to research and correct the returned Payment and resubmit it to your Biller or to void the Payment and credit the amount of the Payment to your Payment Account, in our discretion and without liability to you. In the event a Payment is sent for credit to your applicable Service Account through the Bill Pay Service, you authorize us to credit your Service Account accordingly.

Stale-Dated Checks. When Payments are made to Billers by the issuance of checks, such checks may become void after a reasonable

amount of time has elapsed. We reserve the right, at our option and without notice to you, and without liability to you, to pay or not to pay any such check that is presented to us for payment after any applicable expiration date. If an expired check is presented for payment and we determine not to pay it, we will void the check, and if the funds represented by the check were previously debited from your Payment Account, we will credit your Payment Account in the amount of the check.

EasternEase Business Mobile Banking Service

Terms and Definitions. The following terms and definitions apply with respect to the Mobile Banking Service (EasternEase Business Mobile):

- "License" means a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license to download, install and use EasternEase Business Mobile software on a Wireless Device within the United States and its territories.

General Description of Service. Subject to the terms and conditions of this Agreement, EasternEase Business Mobile allows you to use a Wireless Device to access available Service Account information, to make payments to eligible payees, and to perform such other transactions as described in the Mobile Banking window in EasternEase Business Online. In order to use EasternEase Business Mobile, you must first enroll for, and maintain enrollment in, EasternEase Business Online, and you must follow our instructions for enrolling and activating your Wireless Device. You also may be required to accept or acknowledge other terms, provisions, or conditions in order to use certain features or functionality of EasternEase Business Mobile. Such terms, provisions, and conditions constitute a part of EasternEase Business Mobile terms and this Agreement. Cancellation of your enrollment in EasternEase Business Online will result in the cancellation of EasternEase Business Mobile.

Use of EasternEase Business Mobile. When you enroll in EasternEase Business Mobile, designated available Service Accounts and eligible payees and funds transferees linked to you through the use of other Services will be accessible through EasternEase Business Mobile. The Service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use the Service before you actually do so, and then that you always use the Service in accordance with the instructions we provide. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Service software. We may change or upgrade the Service from time to time. In the event of such changes or upgrades, you are responsible for making sure you that you understand how to use the Service as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Service or your Wireless Device. We reserve the right to modify the scope of the Service at any time. We reserve the right to refuse to execute any transaction you request through the Service. You agree and understand that the Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

Relationship to Other Agreements. You agree that when you use EasternEase Business Mobile you remain bound by the terms and conditions of all your existing agreements with us (including, but not limited to, the terms and provisions applicable to each Service that may be accessible through EasternEase Business Mobile) and that the terms of EasternEase Business Mobile do not amend or supersede any of those agreements, except as otherwise expressly provided by the terms of EasternEase Business Mobile. Any agreement you may have with our affiliates and/or any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, also remains in full force and effect. You understand that other

agreements you may have with us, our affiliates, and/or any unaffiliated service providers may provide for fees, limitations, and restrictions which might impact your use of EasternEase Business Mobile (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Service, including while downloading the Service software, receiving or sending Service text messages, or other use of your Wireless Device when using the Service software or other products and services provided through the Service), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service carrier or provider is solely responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with such carrier or provider without involving us. You also agree that if you have any problems with EasternEase Business Mobile, you will contact us directly.

Software License Agreement. Subject to your compliance with the terms of EasternEase Business Mobile and the terms of this Agreement, you are hereby granted the License. In the event that you obtain a new or different Wireless Device, you will be required to download and install EasternEase Business Mobile software to that new or different Wireless Device. The License shall be deemed revoked immediately upon (i) termination of EasternEase Business Mobile, (ii) Termination of the Online Banking Service, (iii) your deletion of EasternEase Business Mobile software from your Wireless Device, or (iv) notice to you at any time, with or without cause. In the event the License is revoked for any of the foregoing reasons, you agree to promptly delete EasternEase Mobile software from your Wireless Device. In the event of revocation of the License, your obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.

Additional Usage Obligations. When you use EasternEase Business Mobile to access your Service Accounts, you agree to the following terms (which terms shall survive any revocation of the License):

- **Account Ownership/Accurate Information.** You represent that you are the legal owner or authorized user of the Service Accounts and other financial information which may be accessed through EasternEase Business Mobile. You represent and agree that all information you provide to us in connection with the Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- **Proprietary Rights.** You are permitted to use content delivered to you through EasternEase Business Mobile only in connection with your proper use of the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Service technology, including, but not limited to, any Service software or other mobile phone applications associated with the Service.
- **User Conduct.** You agree not to use EasternEase Business Mobile or the content or information delivered through the Service in any way that would (i) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Service software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create

liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to the Service, (ix) interfere with or disrupt the use of the Service by any other user, or (x) result in unauthorized entry or access to the computer systems of others.

- **Exercise of Caution.** You agree to exercise caution when utilizing EasternEase Business Ease Mobile application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.
- **Indemnification.** Without limiting any of your other obligations to us under this Agreement, you agree to protect and fully compensate us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of EasternEase Business Mobile, your violation of any of the terms of the Mobile Banking Service or your infringement, or infringement by any other user of your Service Account, of any intellectual property or other right of anyone.

EasternEase Business Mobile Banking Service Limitations.

- a. **Loss of Data.** Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to EasternEase Business Mobile. These difficulties may result in loss of data, personalization settings or other Service interruptions. Neither we nor any of our service providers assumes responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Service.
- b. **Operational Availability.** Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access the Mobile Banking Service.
- c. **Errors and Delays.** Financial information obtained through the Mobile Banking Service (including, without limitation, any text message alerts) reflects the most recent account information available through the Service and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features, functions, and services available through other Services or at our Online Banking Service website may not be available using the Mobile Banking Service.
- d. **Unsupported Carriers and Devices.** The Mobile Banking Service may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported as Wireless Devices in connection with the Service. You are responsible for periodically referring to our website to determine currently supported mobile service providers, carriers, and Wireless Devices and for ensuring that you satisfy all technical requirements for using the Service. Refer to the FAQ on the Mobile Management page in our online banking website.
- e. **Lack of Activity.** If you do not log into EasternEase Business Online for 365 calendar days, we may deactivate your account. If your account is deactivated for inactivity, all account activity and transactions will not be available using a mobile device and you will need to re-enroll in the Service to access the features included in EasternEase Business Mobile.

Biometric ID Technology. We may make fingerprint, touch identification, Face Identification (Face ID) or other biometric

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identification available as Access Credentials for the Mobile Banking Service for Wireless Devices that support such technology. If you enable biometric identification as Access Credentials, you acknowledge and agree that anyone whose biometric identification is saved on a Wireless Device will be able to access and use the Mobile Banking Service on your Wireless Device through biometric identification. If anyone has a biometric identifier saved on a Wireless Device and you do not want that person to be able to access and use the Mobile Banking Service on your Wireless Device or a Wireless Device that you have authorized to access your Mobile Banking Service, then you should not enable biometric identification as Access Credentials. We neither control, store, nor have access to the biometric identifier profiles saved on Wireless Devices. Biometric identifiers can be used in connection with only one Mobile Banking Service user login at a time on a Wireless Device. We are not responsible for the performance and functionality of biometric technology on your Wireless Device, and we may ask you to login to the Service using other Access Credentials if biometric identification is not working properly.

Business Mobile Deposit Service

Terms and Definitions. The following terms and definitions apply with respect to the Business Mobile Deposit Service:

- “Mobile Deposit Service” means the Business Mobile Deposit Service governed by the terms herein.
- “Check Retention Period” means a period of thirty (30) calendar days after you transmit any check image to us and receive confirmation from us that we have approved your deposit.
- “Mobile Deposit Account” means a Service Account that is a deposit account and that is eligible for use in connection with the Mobile Deposit Service.
- “Prohibited Check” means a check or other item that you are not permitted to scan and transmit using the Mobile Deposit Service, as further defined in the Service terms below.
- “Regulation CC” means Regulation CC of the Board of Governors of the Federal Reserve System, as amended.

Description of Service. Subject to the terms and conditions of this Agreement, the Mobile Deposit Service allows you to make deposits to a Mobile Deposit Account using your Wireless Device and the functions within our Mobile Banking Service application to scan checks and to transmit the images of the checks and associated data to us. In order to use the Service, your Wireless Device must have a functioning and supported camera, you must be enrolled in the EasternEase Business Online Banking service, and our Business Mobile Banking Service application must be installed on your Wireless Device. You acknowledge and agree that no transaction made through or using the Mobile Deposit Service is an “electronic fund transfer” as defined by the federal Electronic Fund Transfer Act and/or Regulation E of the Consumer Financial Protection Bureau.

Checks. You agree that you will use the Mobile Deposit Service only to scan and transmit images of “checks”, as that term is defined in Regulation CC, for a deposit to your Mobile Deposit Account. You agree that the image of any check that is transmitted via the Service shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You agree that you will not use the Service to scan or transmit any of the following Prohibited Checks: (i) any check that is payable to any person or entity other than you, (ii) any check that is drawn or otherwise issued by you on any account you own or have an interest in, or on which you are an authorized signer, (iii) any check that is prohibited by our then current procedures pertaining to the Service or that is in violation of any law, rule or regulation, (iv) any check that bears any alteration or that you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, (v) any check that is either a “substitute check” (as defined in

Regulation CC or other applicable federal law or regulation) or an “image replacement document” that purports to be a substitute check, (vi) any check that is drawn on a financial institution that is located outside of the United States, (vii) any check that is a “remotely created check” as that term is defined in Regulation CC, (viii) any check that is not payable in United States currency, (ix) any check that is dated more than six (6) months prior to the date of scanning and transmission, (xi) any check that is payable on sight or is a payable through draft, as defined in Regulation CC, (xii) any check that has any endorsement on the back other than the endorsement specified in this Agreement, (xiii) any check that previously has been submitted through the Service or through any remote deposit capture service offered by any other financial institution, (xiv) any check that is drawn or otherwise issued by the United States Treasury Department, (xv) when the Service is being used to make a deposit to a Mobile Deposit Account, any check that is not acceptable to us for deposit into a deposit account as provided in the deposit agreement that governs your Mobile Deposit Account, or (xvi) any check that is a money order, cashier’s check, or traveler’s check.

Endorsements. When you use the Mobile Deposit Service to transmit a check image to us, you agree to supply the following information on the back of each check in the space provided for endorsements: (i) the following restrictive endorsement: “For Eastern Savings Bank Mobile Deposit Only”, and (ii) your printed or stamped business name. You agree that you will apply no other restrictive, qualified, or conditional endorsement to any check in connection with your use of the Service except as we may direct, and you further agree that we may handle and process any check image you transmit to us through the Service in accordance with the terms of this Agreement notwithstanding any restrictive, qualified, or conditional endorsement you may apply to the check without our approval or direction. You agree to furnish such other information on checks as we may require from time to time.

Image Quality. Images of checks transmitted to us through the Mobile Deposit Service must meet, in our sole and absolute judgment, the standards and requirements of legibility that we establish from time to time. The images also must comply with the applicable standards and requirements of the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and/or any other regulatory agency, clearinghouse or association.

Transmission and Receipt of Images. You agree to follow any and all procedures, instructions, and guides for use of the Mobile Deposit Service, and to enable or disable such Wireless Device settings (including, but not limited to, GPS or geolocation settings and camera settings), as we may require or provide from time to time. You acknowledge and agree that we may, in our discretion, use the GPS or geolocation functions on your Wireless Device to obtain your geolocation for fraud prevention and security purposes. We may require you to use Access Credentials to access the Service. You agree at all times to properly use such Access Credentials, to safeguard the confidentiality of such Access Credentials, and to notify us immediately if you have any reason to believe the security or confidentiality of such Access Credentials has been compromised or breached. We have no obligation to accept any check or image you transmit through the Service, and we may reject any check or image that you transmit in our sole and absolute discretion without liability to you. You agree that we are not responsible or liable to you for images that are dropped during transmission that we do not receive, or that are intercepted or altered by, or misdirected to, any unauthorized third party. You assume the risk that any check image or information from a check image may be intercepted or misdirected during transmission. An image shall be deemed received by us when you receive an electronic confirmation from us that we have received the image. Such confirmation confirms only the receipt of the image and does not confirm that the

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transmission was complete or error free, or that the amount of the check will be finally collected from the drawee institutions and/or credited to your Mobile Deposit Account. If, after we confirm the receipt of a check image, we determine that the check is a Prohibited Check, you agree that we may charge the amount of the check back to your Mobile Deposit Account, as applicable. You agree that we will not be liable to you for any loss, costs, or fees as a result of the exercise of our chargeback rights.

Contingency Plan. Because the Mobile Deposit Service could be unavailable from time to time for various reasons, you should not rely on the Service as the sole means of depositing checks to your Mobile Deposit Account. In the event you wish to deposit any check to your Mobile Deposit Account and you are unable to transmit the image of the check to us through the Service or are unable to use the Service in compliance with the terms of this Agreement for any reason (including, without limitation, reasons related to communications, equipment or software outages, interruptions or failures), you acknowledge and agree that you are solely responsible for using alternative available means of depositing the check to your Mobile Deposit Account. Such alternative means will be governed by the terms of the agreement governing your Mobile Deposit Account, as applicable, and not by the terms of the Mobile Deposit Service. You assume the risk that we may not accept a check image that you attempt to transmit through the Service. If we do not accept a check image after you have transmitted it to us, you will be unable to resubmit the same item through the Mobile Deposit service. We shall have no liability to you in the event we do not accept the transmission of a check image for any reason and you subsequently have difficulty negotiating or are unable to negotiate the check due to any endorsements you may have applied to the check in your attempt to use the Service.

Your Representations and Warranties to Us; Indemnification. Each time you use the Mobile Deposit Service to transmit any check image to us, you represent and warrant to us that: (i) the check is not a Prohibited Check, (ii) you are entitled to enforce the check, (iii) all signatures on the check are authentic and authorized, (iv) the check is not a counterfeit item, (v) the check has not been altered, (vi) the check is not subject to a defense or claim in recoupment of any party that can be asserted against you, (vii) you have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of the check, (viii) the check, in the event of any dishonor or nonpayment by the drawee, is enforceable against both you and the drawer of the check, (ix) the check image transmitted by you to us contains an accurate representation of the front and the back of the check and otherwise complies with the requirements of the Service (including, but not limited to, any endorsement requirements), (x) you will neither create nor transmit through the Service any duplicate image of the check, nor will you deposit or otherwise negotiate the original check, (xi) no person or entity will be asked to make payment on the check more than once, (xii) neither we nor any subsequent transferees of the check or its image will sustain a loss as the result of the fact that an image of the check, instead of the original check, was accepted by us through the Service, presented for payment, or returned, (xiii) the image of the check contains no computer viruses or other harmful, intrusive, or invasive codes, (xiv) all information you have provided to us in connection with the Service and the transaction is true, accurate, and current, and (xv) the transaction otherwise complies in all respects with your duties, obligations, and agreements under this Agreement. YOU AGREE TO INDEMNIFY US AND TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED IN ANY WAY TO YOUR BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES, YOUR USE OF THE SERVICE, AND/OR OUR PROVISION OF THE SERVICE TO YOU. YOUR AGREEMENT TO INDEMNIFY US AND HOLD

US HARMLESS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

Funds Availability.

- a. *Regulation CC Not Applicable.* You agree that check images transmitted using the Mobile Deposit Service and the funds represented by the checks are not subject to the funds availability requirements of Regulation CC. Except as otherwise provided in this Agreement, and subject to the requirements of applicable law or regulation, funds from any check transmitted through the Service will be available based on standard mobile availability as described below. However, we may make funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant, and/or based upon funds availability options we may offer to you in connection with the Service. You acknowledge and agree that no funds availability option we offer constitutes a promise or guarantee that check funds will finally be collected from the drawee institution and/or finally paid to you. In any event, and notwithstanding any funds availability option you may elect, we reserve a right of chargeback to your Mobile Deposit Account, as applicable, in the event of any dishonor or nonpayment by the drawee institution, and we reserve the right to charge all applicable fees in the event of such dishonor or nonpayment and/or any resulting chargeback (including, but not limited to, returned deposit item fees and overdraft fees). We also reserve the right, in any event, to withhold or delay the availability of any funds for such time periods as we may determine in order to mitigate risk of error, fraud, or other loss to us. We may exercise this right even if we have accepted a check image for processing and notwithstanding any funds availability option you have selected. If we determine to withhold or delay the availability of funds, we may provide you notification of such determination, but we are not obligated to do so. You agree that we may provide such notification by any means or method to which you have agreed in connection with this Agreement or the Service, including (without limitation) by text message or other electronic communication.
- b. *Standard Mobile Availability.* "Standard Mobile Availability" means that check funds generally will be available to you for Mobile Deposit Account transactions on the third business day following the business day on which we receive the check image from you. Check images received by us after 2:00 p.m. (or such other cutoff time as may be displayed in the Service application) on a business day or on a day that is not a business day will be considered received on the next business day. Standard Mobile Availability may be subject to applicable fees, which will be disclosed to you before you complete the Service transaction.

Transaction Authorization. By following our procedures for the transmission of check images through the Mobile Deposit Service and otherwise furnishing information necessary to execute Service transactions, you authorize us to credit deposits to your Mobile Deposit Account, as provided in the terms of this Agreement. Each time we accept a check image from you and credit a deposit to your Mobile Deposit Account, as applicable, you assign to us all of your right, title, and interest in and to the original check, with all available recourse against you (including, but not limited to, our right of chargeback to your Mobile Deposit Account, as applicable, in the event of dishonor or nonpayment by the drawee), notwithstanding any restrictive, qualified, or conditional endorsement (including, but not limited to, any "without recourse" endorsement) you may apply to the check without direction or approval from us. Until such time as you dispose of the original check following the expiration of the Check Retention Period in accordance with the terms of this Agreement, you acknowledge and agree that you will retain custody of the original

check in trust for us.

Disposal of Transmitted Checks. After you transmit any check image to us and receive confirmation from us that we have received the image, you agree to securely store the original check during the Check Retention Period. During the Check Retention Period, you agree to take appropriate measures to ensure that: (i) only authorized persons will have access to the check, (ii) the information contained on the check will not be improperly disclosed, and (iii) the check will not be duplicated, further scanned and transmitted through any remote deposit capture service, and/or deposited or negotiated in any form. Promptly after the expiration of the Check Retention Period, you agree to destroy the original check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, negotiation or presentment. During any time the original check or a copy or image thereof is available to you or in your possession, you agree to furnish it to us upon request.

Collection of Checks. You agree that we have the right to determine in our sole discretion the manner in which checks and images transmitted through the Mobile Deposit Service are cleared, presented for payment and collected. We, in our sole discretion, may select clearing agents to collect and present check images, and our selection of clearing agents shall be binding on you as though you had directly appointed such agents. We shall not be liable for the negligence or other misconduct of any clearing agent. You agree to be bound by any agreements entered into by and between us and any clearing agents, and you agree to be bound by all laws, regulations, and clearing house and association rules that may apply to checks or images transmitted using the Service.

Transaction Limits and Other Limitations. We may from time to time impose or change Limits on your use of the Mobile Deposit Service, including (but not limited to) Limits on the dollar amount and/or the number of checks you may transmit using the Service. We may accept or reject any transaction you attempt in excess of these limits in our discretion. We reserve the right to reject any Service transaction that originates outside the United States. The current standard limits can be found in the BUSINESS ELECTRONIC TRANSACTION LIMITS disclosure appended hereto and available at any branch office or at easternsavingsbank.com.

Errors. You agree to notify us immediately in the event you become aware of or suspect any errors in connection with your use of the Mobile Deposit Service. You may notify us by calling us at the number provided in the "Errors or Questions" section of this Agreement or by contacting us as provided in the agreement governing your Mobile Deposit Account. Also, the terms of your Mobile Deposit Account regarding your responsibility to timely review statements and transaction histories and to report errors and discrepancies remain in full force and effect and apply to transactions made through the Service. You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction, and resolution of any errors or problems related to your use of the Service.

Online Statements Service

Terms and Definitions. The following terms and definitions apply with respect to the Online Statements Service, also known as eStatements:

- "Online Statement" or "eStatement" means any electronic periodic statement or transaction history we provide for an Online Statement Account in connection with the Online Statements Service.
- "Online Statements Account" means any Service Account which is enrolled in or otherwise eligible for the Online Statements Service. We may at any time, in our discretion, qualify or disqualify any Service Account for eligibility as an Online Statements Account.
- "Other Statement Material" means electronic versions of the

disclosures, notices, and information that we ordinarily transmit with account statements, including, but not limited to, our privacy notice.

General Description of Service. Subject to the terms and conditions of this Agreement, the Online Statements Service provides you with an electronic version of your eligible Service Account statements or transaction histories that you may view, save to your Device and/or print at your convenience. The Service also may include the electronic delivery to you of Other Statement Material. You acknowledge and confirm that your acceptance of the Consent and Authorization for Electronic Transmission of Account Statements and Notices in connection with your enrollment in EasternEase Business Online applies to Online Statements and Other Statement Material that you may receive through the Service. You may review the Consent and Authorization for Electronic Transmission of Account Statements and Notices at the EasternEase Business Online statement website or in the forms and disclosures section of easternsavingsbank.com.

Activation. You may activate the Online Statements Service as part of your initial online enrollment in EasternEase Business Online by choosing "E-Statements.". If you are already an Eastern Business Online user and do not receive Online Statements, contact Customer Service at 1-800-787-7372 or customerservice@easternsavingsbank.com (Note: Do not email confidential information). Subject to the terms of this Agreement, when you initially enroll in EasternEase Business Online we may automatically activate the Online Statements Service for all of your eligible Online Statements Accounts. We also reserve the right, but we do not have an obligation, at any time to automatically activate the Online Statements Service for eligible Online Statements Accounts that you may open following your initial enrollment in EasternEase Business Online. Upon activation of the Online Statements Service for an Online Statements Account, all subsequent periodic statements for the account will be furnished electronically. If we have been mailing paper statements to you, we may continue to do so (as well as provide electronic versions of the statements) for approximately one (1) month following activation of the Online Statements Service. In our discretion, we also may electronically furnish you with Other Statement Material that relates to your Online Statements Accounts, as provided in this Agreement. If you cancel the Online Statements Service for any Online Statements Account and should later wish to re-activate the Online Statements Service for that account, you must follow the instructions we provide for re-activation. You acknowledge and agree that the re-activated Online Statements Service will be provided subject to the terms and conditions then in effect. Cancelling the Online Statements Service may result in your being charged for paper statements (refer to Fee Schedule).

Accessing Online Statements and Other Statement Material. We will post the periodic Online Statements for your Online Statements Account(s), and any applicable Other Statement Material, in EasternEase Business Online. In order to access the Online Statements, you must login to EasternEase Business Online and click on the Reports menu to access the Online Statements link. Please note that Online Statements are not accessible through EasternEase Business Mobile. We reserve the right to set and change the period of time for which Online Statements are accessible in EasternEase Business Online from time to time at our discretion, and different Online Statements Accounts may have different accessibility periods for their Online Statements. In any event, any Online Statement may be accessed through EasternEase Business Online for at least twelve (12) months following its initial posting. Other Statement Material may not be accessible for as long as Online Statements. Please call us at the telephone number provided in the "Errors or Questions" section of this Agreement for current information about periods of accessibility. You acknowledge and agree that it is your responsibility

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to download and save in electronic form, or print and retain, your Online Statements and any applicable Other Statement Material for your records before they become unavailable. If you need a paper copy of an Online Statement or Other Statement Material that is no longer available through the Service, you should contact one of our branches (applicable copy and research fees may apply and availability is subject to our record retention policies and procedures). We reserve the right to, and you agree that we may, provide you with Other Statement Material via e-mail transmitted to your Service Email Address in addition to posting them within EasternEase Business Online, at any time and in our discretion. You agree to notify us as soon as possible in the event that you experience any technical difficulties in accessing any Online Statements or Other Statement Material. You may notify us by calling us at the telephone number provided in the "Errors or Questions" section of this Agreement.

Notification. Except as otherwise required by applicable law, you acknowledge and agree that it is your responsibility to access the periodic Online Statements and Other Statement Material as they are posted within EasternEase Business Online without any notification to do so from us. However, we will send a notification to your Service Email Address or otherwise furnish you with notification (including notification within EasternEase Business Online) when Online Statements and/or Other Statement Material is available. You agree to regularly and periodically log in to EasternEase Business Online in order to read and review current Online Statements and any Other Statement Material that may be posted.

Review of Online Statements. The agreements and disclosures governing your Online Statements Accounts with us describe your obligations and responsibilities with respect to timely examining your periodic account statements or transaction histories and reporting errors and discrepancies to us. These obligations and responsibilities are applicable to your examination and review of the Online Statements.

Further Action. Technical limitations and specific circumstances may in some cases prevent Online Statements activation for some or all of your Online Statements Accounts. We reserve the right, but we do not have an obligation, at any time to automatically activate the Online Statements Service for these Online Statements Accounts if and when we are able to overcome or correct such technical limitations and circumstances. However, in our discretion, we may require you to confirm your assent to the electronic delivery of Online Statements and Other Statement Material from time to time, and we reserve the right to withhold the delivery of these electronic records for any Online Statements Account until you have confirmed or reconfirmed your assent to electronic delivery.

Service Condition. Online Statements may be an eligibility requirement for certain financial products and services you have obtained from us or for certain features and benefits related to those products and services. Cancellation of Online Statements may therefore result in the modification of terms and features of such products and services or in the conversion of such products and services to different products and services.

Cancellation of Online Statements. You may cancel Online Statements with respect to one or more of your Online Statements Accounts by contacting us via any of the means indicated in the Errors or Questions section of this Agreement. If Online Statements are cancelled for any Online Statements Account, we will begin furnishing you with paper statements for such account, together with paper copies of material that accompanies such statements, if and as provided by and according to the terms and conditions governing the account, beginning with the periodic statement next following the cancellation of the Online Statements Service. However, you agree that we shall in any event have a reasonable opportunity to act upon

your cancellation of the Service. Cancellation of your enrollment in EasternEase Business Online will automatically result in the cancellation of Online Statements with respect to all Online Statements Accounts. Certain changes to your Online Statements Accounts (e.g., removing your name from the account) also may have the effect of cancelling Online Statements for such accounts.

Alerts

Certain Services described in this Agreement may have the capability to send you informational alerts. Such Services may from time to time provide automatic alerts and voluntary alerts. Voluntary alerts may be turned on by default as part of the Service. They may then be customized, deactivated and reactivated by you. In our sole discretion, we may add new alert types and/or discontinue alert types at any time and from time to time without notice to you. Within the applicable Service application, you may designate an email address and/or the number of a Wireless Device that accepts text messages for alerts, or if using a mobile Service application on your Wireless Device you may be able to receive alerts through a push notification system within the application (data and text message fees imposed by your mobile service provider may apply to alerts received on your Wireless Device). If the email address or Wireless Device number that you use for alerts changes, you are responsible for informing us of that change. You should be aware that anyone with access to your email will be able to view the content of these alerts. You understand and agree that any alerts provided to you may be delayed or prevented by a variety of factors. We do not guarantee either the delivery or the accuracy of the content of any alert. You agree that we will not be liable for (i) any delays, failure to deliver, or misdirected delivery of any alert, (ii) any errors in the content of an alert, or (iii) any actions taken or not taken by you or any third party in reliance on an alert.

Arbitration

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY CONTROVERSY OR DISPUTE BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION A DISPUTE IS RESOLVED BY A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate: You agree that either you or we may, without the other's consent, require that any controversy or dispute between you and us (all of which are called "Claims") be submitted to mandatory, binding arbitration. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., as may be amended from time to time, and the applicable federal and state law governing the Agreement.

Claims Covered: Claims subject to arbitration include, but are not limited to, disputes relating to the establishment, terms, treatment, operation, handling, limitations on, or termination of your account; any disclosures or other documents or communications relating to your account; any transactions or attempted transactions involving your account, whether authorized or not; billing, billing errors, credit reporting, posting of transactions, payments, credits, or collection matters relating to your account; services or benefits programs relating to your account, whether or not they are offered, introduced, sold, or provided by us; advertisements, promotions, or oral or written statements related to (or preceding the opening of) your account; goods or services financed under your account, or the terms of financing; the application, enforceability, or interpretation of this Agreement, including this arbitration provision; and any other matters relating to your account, a prior related account, or the resulting relationships between you and us. Any questions about what

Business Account Agreement

Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

Claims subject to arbitration include:

1. Not only Claims made directly by you, but also Claims made by anyone connected with you or claiming through you such as a co-applicant or authorized user of your account, your agent, representative, heirs, or a trustee in bankruptcy.
2. Not only Claims that relate directly to us, a parent company, subsidiary company, affiliated company, and any predecessors and successors (and the employees, officers, and directors of all of these entities), but also Claims for which we may be directly or indirectly liable, even if we are not properly named at the time the Claim is made.
3. Claims based on any theory of law, any contract statute, regulation, ordinance, tort (including fraud or any intentional tort), common law, constitutional provision, respondent superior, agency, other doctrine concerning liability, course of dealing, or any other legal or equitable ground (including any claim for injunctive or declaratory relief).
4. Claims based on any allegations of fact, including an alleged act, inaction, omission, suppression, representation, statement, obligation, duty, right, condition, status, or relationship.
5. Claims that arose in the past, arise in the present, or arise in the future. Claims are subject to arbitration whether they are made independently or with other claims in proceedings involving you, us, or others.
6. Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders, or otherwise. A party who initiates a proceeding in court may elect arbitration with respect to any Claim(s) advanced in the lawsuit by any other party or parties.
7. Claims made as part of a class action or other representative action, and the arbitration of such Claims must proceed on an individual (non-class, non-representative) basis.
 - If you or we require arbitration of a particular Claim, neither you, we, nor any other person may pursue the Claim in any litigation, whether as a class action, private attorney general action, other representative action, or otherwise.
 - Claims are not subject to arbitration if they are filed by you or us in a small claims court, so long as the matter remains in such court and advances only as an individual (non-class, non-representative) claim.

Initiation of Arbitration: The party filing an arbitration must choose one of the following two arbitration administrators: (1) JAMS or (2) American Arbitration Association. These administrators are independent from us, and you and we must follow their rules and procedures for initiating and pursuing an arbitration. If you initiate the arbitration, you must also notify us in writing at:

General Counsel
Eastern Savings Bank, fsb
Executive Plaza 2
11350 McCormick Road, Suite 200
Hunt Valley, Maryland 21031

If we initiate the arbitration, we will notify you in writing at your last known address. Any arbitration hearing will be held at a place chosen by the arbitrator or arbitration administrator within 25 miles of the Bank corporate headquarters or as may be agreed upon by the parties. You may obtain copies of the current rules of each of the two arbitration administrators named above, and other related materials, including forms and instructions for initiating an arbitration, by contacting the arbitration administrators as follows:

JAMS
18881 Von Karman Ave., Suite 350
Irvine, CA 92612
Web site: jamsadr.com

American Arbitration Association
120 Broadway, Floor 21
New York, NY 10271
Web site: adr.org

Procedures and Law Applicable in Arbitration: A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years' experience or a retired or former judge. The arbitrator will be selected in accordance with the rules of the arbitration administrator. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless this arbitration provision is inconsistent with those procedures and rules, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. You may choose to have a hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law and will not have the power to award relief to, against, or for the benefit of, any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by the party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

Costs: If we file the arbitration, we will pay the initial filing fee. If you file the arbitration, you will pay the initial filing fee unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. We will reimburse you for the initial filing fee if you paid it and you prevail. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. Each party will bear the expense of that party's attorneys, experts, witnesses, and other expenses, regardless of which party prevails, except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all expenses from another party.

No Consolidation or Joinder of Parties: All parties to the arbitration must be individually named. Claims by persons other than individually named parties shall not be raised or determined. Notwithstanding anything else that may be in this arbitration provision or Agreement, no class action, private attorney general action, or other representative action may be pursued in arbitration, nor may such action be pursued in court if any party has elected arbitration. Unless consented to by all parties to the arbitration, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are applicants, co-applicants, or authorized users on a single account and/or related accounts or parties to a single transaction or related transactions). This is so whether or not the Claims (or any interest in the Claims) may have been assigned. Nothing herein shall preclude the Bank from exercising any right of set-off or other self-help remedy it might otherwise have, or from closing or suspending any account or service provided to you.

Enforcement, Finality, Appeals: You or we may bring an action, including a summary or expedited motion, to compel arbitration of Claims subject to arbitration, or to stay the litigation of any Claims pending arbitration, in any court having jurisdiction. Such action may be brought at any time, even if any such Claims are part of a lawsuit, unless trial is scheduled to commence within 60 calendar days except when new claims subject to

arbitration are added to the lawsuit within such 60-day period, or a final judgment has been entered. Failure or forbearance to enforce this arbitration provision at any particular time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing.

Severability, Survival: This arbitration provision shall survive: 1) termination or changes in the Agreement, the account, and the relationship between you and us concerning the account; 2) the bankruptcy of any party; and 3) any transfer or assignment of your account, or any amounts owed on your account, to any other person. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

Errors or Questions

To report errors or questions about your electronic transaction(s), please contact us as indicated below as soon as you can. If you think your statement or receipt is wrong, or if you need more information about a Transaction listed on the statement or receipt, please contact us.

Phone: 1-800-787-7372

9:00 a.m. - 4:00 p.m., Business Days Only

Call 1-800-544-2939 to report other account security concerns on Evenings, Weekends, and Holidays

Write: Eastern Savings Bank, fsb

Attention: Deposit Operations Department

Executive Plaza 2

11350 McCormick Road, Suite 200 Hunt Valley, MD 21031

E-mail: customerservice@easternsavingsbank.com

In Person: At any Eastern Savings Bank deposit branch office

For more information on our deposit branch hours and locations, visit us on the web at easternsavingsbank.com, see our GUIDE TO BRANCH HOURS AND LOCATIONS.

In all cases, in order for us to process your inquiry, you must write, call, or contact us in person:

- a. Tell us your name and account number (if any).
- b. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error



Electronic Transaction Limits

In conjunction with the Business Account Agreement, this disclosure contains information for transactions processed through the use of our online and electronic banking services. Effective January 15, 2023.

Channel:	Limits and Restrictions:
<p><u>EasternEase Business Online:</u></p>	
<p>Bill Pay</p>	<ul style="list-style-type: none"> • \$25,000 daily transaction limit. • You have up until 3:59 p.m. ET on a Business Day to initiate a "Today" Transaction. "Today" transactions initiated 4:00 p.m. ET or after on a Business Day or at any time on a non-Business Day will be processed on the next Business Day. • Payments delivered within 2 business days are typically sent via ACH and payments delivered between 4 to 5 business days are typically sent via check through postal mail. When scheduling a payment, make sure you allow adequate time for processing and delivery of the payments you make, particularly those with a due date.
<p>Internal Funds Transfer</p>	<ul style="list-style-type: none"> • All internal Transfers will be posted to your Account upon completion of your online banking session. Transfers processed before 8:00 p.m. ET on a Business Day will be processed as "Today" transactions. Transfers processed after 8:00 p.m. ET on a Business Day or at any time on a non-Business Day will be processed on the next Business Day. "Future" and "Recurring" Transfers will be posted to your Account by the opening of business on the "effective date" or the next Business Day if the effective date is a non-Business Day.
<p>External Transfers</p> <p><i>(Internal ESB Account to External Bank Only)</i></p> <p><i>(Access to this service is subject to the Bank's prior approval)</i></p>	<ul style="list-style-type: none"> • \$10,000 individual transaction limit with a maximum daily transfer limit of \$10,000. • All external Transfers completed before 8:00 p.m. ET on a Business Day will be posted to your Account upon completion of your online banking session. External Transfers completed after 8:00 p.m. ET on a Business Day or at any time on a non-Business Day will be posted to your Account on the next Business Day. We cannot guarantee when another financial institution will process an external Transfer request and post the transaction; however, in most cases the transaction will post within 1 to 2 business days. • "Future" and "Recurring" Transfers will be posted to your Account by the opening of business on the "effective date" or the next Business Day if the effective date is a non-Business Day.
<p>Mobile Deposits</p>	<ul style="list-style-type: none"> • \$25,000 daily deposit limit, up to 25 deposited checks. The maximum amount allowed per single check is \$25,000. • \$50,000 multi-day deposit limit, up to 100 deposited checks. Multi-day time period is 25 business days. • Limits are applicable at the aggregate online company level, not per account. • Funds Availability of Mobile Deposits - Deposits completed before 2:00 p.m. ET on a Business Day will be available on the 3rd Business Day after the day of deposit. Deposits completed after 2:00 p.m. ET on a Business Day or at any time on a non-Business Day will be available on the 3rd Business Day after the Business Day of deposit.