

**Business Deposit  
Agreement and Disclosures**

Effective January 8, 2024

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# Part I

## Business Deposit Account Agreement

### Introduction

Welcome to Brookline Bank, and thank you for opening and maintaining an Account with us. This Business Deposit Account Agreement (the "Agreement") together with our Business Account Information Disclosure, list of Service Fees, and any other documents we provide to you regarding your business deposit Account(s) (collectively, "Account" or "Accounts") provide the terms and conditions that govern your business deposit Account(s) with us. Please read this Agreement carefully so you understand your rights and obligations for your deposit Account with us and retain a copy for your records. If you have any questions about this Agreement or your Accounts, please contact our Customer Call Center at 877-668-2265, call one of our bank offices, or visit our website, [brooklinebank.com](http://brooklinebank.com). This Agreement is made between you (collectively, "Customer", "you", or "your") and Brookline Bank (collectively, "Bank", "we", "our", "us") and governs our relationship.

### Scope of this Agreement

This Agreement is supplemented by the terms of other agreements you may have entered into with us, or will enter into with us in the future based on the services you request that we provide to you, including, but not limited to, the eStatements Agreement, Funds Availability Policy, Cash Management Terms and Conditions, Privacy Notice and, as applicable, related disclosures and list of Service Fees that govern the terms, conditions, and fees of your business deposit Account(s) with us, each as may be amended from time to time (such Account agreements, related disclosures and list of Service Fees being referred to as an "Account Agreement" and collectively as the "Account Agreements"). The terms and conditions of your Account Agreements are incorporated by reference and made a part of this Agreement. In the event of a conflict between the terms of this Agreement and any Account Agreements, the terms of this Agreement shall control as in regard to the provision of services outlined below. Any terms not defined in this Agreement shall have the meaning assigned to them in the Account Agreements. This Agreement is for business Accounts only. For information on other types of Accounts we offer, please visit our website at [brooklinebank.com](http://brooklinebank.com), contact us at 877-668-2265, or visit one of our offices. This Agreement includes your promise to pay the charges listed on the list of Service Fees and Account fees listed in the Business Account Information disclosure and your permission for us to deduct these charges, as earned, directly from your Account balance. You also agree to pay any additional reasonable charges we may impose for services you request which are not contemplated by this Agreement but are disclosed in our list of Service Fees which may be amended from time to time.

### Definitions:

Capitalized terms used in this Agreement are defined in parentheses where they appear, as above with the definition of this Agreement. The headings in this document are for convenience purposes only.

In addition, unless otherwise indicated, the following words have the meanings given to them below:

- "Account" means your Business Checking Account, Savings Account, Money Market Account and/or Certificate of Deposit ("CD") Account with us, as applicable, unless limited by the heading under which it appears.
- "References to "Customer", "You", or "Your" apply to the business, authorized signers of the business and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account.
- Any reference to item (collectively "Item" or "Items") means any check, Automated Clearing House ("ACH"), funds transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge, deposit or other amount that is added to or subtracted from your account.
- Any check or Item presented when your Account has insufficient funds is an "Insufficient Funds Item" or "Insufficient Funds Items".

### Binding Contract:

This Deposit Agreement and Disclosures, along with any other documents we give you pertaining to your Account(s), is a binding contract that establishes rules that govern your deposit Account and relationship with us. If you sign the Account application, or open, or continue to have your Account with us, you agree to these rules. You will receive a separate Account Disclosure and list of Service Fees which discloses the qualifying balances, fees, and other important information applicable to your Account. You understand that the terms and conditions set forth in this Agreement may be changed or supplemented by us from time to time and that your continued use of the Account constitutes your acceptance of these changes. This Agreement provides a summary of certain laws and regulations that apply to common transactions, provides some disclosures for deposit Accounts that are required by federal law, and establishes terms that cover some transactions or situations that the law either does not cover, or that it allows us to change in this Agreement.

### Business Day:

For purposes of this Agreement and Disclosures the term "business day" refers to every day, except Saturdays, Sundays, and federal holidays.

### Changes to Agreement:

We may make changes and additions to this Agreement at any time without providing advanced notice to you. We may add or remove terms, add new services, or discontinue existing services. Ordinarily we will send you advanced notice of any adverse changes, but we may make these changes without advanced notice if notice is not required by law. Please see the *Notices* section of this Agreement for more information about how we provide notice. We may, but are not required to, notify you of changes that we make for security reasons or that we believe are beneficial to you. When we make changes to the Agreement, the then-current version of this Agreement supersedes any existing versions of this Agreement and governs your Account. If your Account remains open after a change, you are deemed

to have accepted the change and are bound by it. If you do not agree to the change, you may close your Account as provided for in this Agreement.

**In the event of a conflict between the information contained in this Agreement or the Account Agreements, and a statement made by one of our employees, the terms of this Agreement or the applicable Account Agreement will prevail.**

### Verification of Customer Identity:

Federal laws and regulations require us to request information from you prior to opening an Account or adding an additional signatory to an Account.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account.

**What this means for you:** When you open an Account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### Authorized Signers:

You agree to give us certified copies of resolutions from your board of directors or other governing body, if any, or other certificate of evidence of authority satisfactory to us which specifically authorizes certain persons to take certain actions with respect to any of your Accounts, or otherwise transferring funds to or from your Accounts ("Authorized Signers"). Such resolutions or other certificates of evidence of authority must set forth the name and title of each Authorized Signer, and must be in a form and substance satisfactory to us. Until properly notified in writing of any change in such authorization, we may pay, apply, or otherwise honor and charge your Account, without inquiry, without limit as to amount, and without regard to the application of the proceeds thereof (even if drawn or endorsed to the order of any Authorized Signer or other person signing the same, and/or tendered by such person for cashing, in payment of the individual obligation of such person, and/or for deposit to such person's personal account), for all instruments or orders for payment or transfer of money for whatever purpose.

To the fullest extent permitted by applicable law, you hereby waive demand, presentment, protest, notice of protest or dishonor, and all other notices relating to any instrument made, drawn, or endorsed in your name, when such instrument is signed, accepted or endorsed by an Authorized Signer. You must notify us immediately and in writing of any change in the status of any Authorized Signers. We may ask you to give us additional documentation. No action taken by us before we receive proper notification in writing of any such change shall be affected by any such notice. You agree to send or deliver any such written notice to any of our branch offices.

### No Two-Signer Accounts:

We do not offer accounts for which two or more signatures are required for a withdrawal. If you indicate on your checks or signature card or other account documents that more than one signature is required for withdrawal, this indication is for your own internal procedures and is not binding on us. We may pay out funds from your account if the check, item, or other withdrawal instruction is signed or approved by any one of the persons authorized to sign on the Account. We are not liable to you if we do this.

### Business and Other Non-Personal Accounts:

If the Account owner is a corporation, unincorporated association, limited liability company, limited liability partnership, sole proprietorship or other entity holding an Account in any capacity other than an individual capacity, each person signing the signature card or completing other Account opening requirements represents and agrees that they:

- are fully authorized to execute all documents or otherwise complete our requirements in their stated capacity;
- have furnished all documents or other information necessary to demonstrate that authority; and
- will furnish other documents and complete other requirements as we may request from time to time.

We may refuse to recognize any resolution affecting the accounts that is not on our form or that appears to us to be incomplete or improperly executed.

### IOLTA Accounts:

Interest earned on IOLTA Accounts (or similar lawyer trust accounts) is directed to the designated IOLTA foundation, as applicable. If you establish one of these types of Accounts, you agree to comply with all of the applicable laws, regulations and court rules for such Accounts.

### Credit Verification and Obtaining Financial Information:

You agree that we may verify credit information about you, as well as credit and employment history about you, as well as credit and employment history about any individual (such as your principals, owners or guarantors) who is liable for your obligations under this Agreement, through third parties, including, but not limited to, consumer reporting agencies, or verify any of your or their previous banking relationships for any Accounts you have with the Bank now or in the future.

### Certified Taxpayer Identification Number (TIN):

Federal law requires you to provide to the Bank a valid and certified Taxpayer Identification Number. We may be required by federal or state law to withhold a portion of the interest credited to your Account in the following circumstances:

- You do not give us a correct taxpayer identification number (TIN);
- The IRS tells us that you gave us an incorrect TIN;
- The IRS tells you that you are subject to backup withholding because you have under-reported your interest or other income;
- You fail to certify to us that you are not subject to backup withholding;

- You do not certify your TIN to us; or
  - There may be other reasons why we may be required to do so under applicable law.
- If we do this, the amount we withhold will be reported to you and the IRS and applied by the IRS to the payment of any federal income tax you may owe for that year.

### Deposit Policy:

All checks and other Items of every kind and nature deposited (other than cash) and posted to your Accounts are provisional and subject to our receipt of final payment. In accepting the Items for deposit, we make no warranty as to their collection. The availability of funds deposited will be in accordance with our *Funds Availability Disclosure*, which can be found in this document.

If final payment is not received, we reserve the right to charge the Account for the amount of those funds. In such an instance, we may impose fees on your Account as indicated in this Agreement, in accordance with our list of Service Fees. If you do not have a sufficient Available Balance in your Account or available credit in your Line of Credit, or if you do not have a Line of Credit, then the Item will be submitted to collections. If we incur any fee in connection with collections activities, we may charge the fees to your Account.

We reserve the right to refuse or to return all or a part of any funds deposited to your Accounts. We may receive multiple credit or debit transactions on your Accounts in many different forms and during many different times throughout each day. The best way to know how much money you have available to spend, and to avoid paying fees, including, but not limited to, Returned Item fees, Paid Item fees, or collection fees, is to record and track all of your transactions closely.

Checks drawn on Accounts outside the continental United States, whether payable in U.S. dollars or foreign currency, will be accepted for deposit on a collection basis only, and may be credited to your Account subject to future collection, or not credited to your Account until collection, at our discretion. Your deposit of foreign Items may be subject to adjustment based on the applicable exchange rate and bank fees for collection of foreign Items. We are not responsible for deposits made by mail, ATM, or other depository until we actually record the receipt of such deposits in our books and records.

### Deposits of Remotely Created Checks/Drafts

If you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your Account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person identified as drawer. You warrant and agree to the following for every remotely created check that we receive from you for deposit or collection; (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least two (2) years from the date of authorization, and supply us with proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check was returned.

We may take funds from your Account to pay the amount you owe us, and if there are insufficient funds in your Account, you still owe us the remaining balance. You agree to indemnify, defend and hold us harmless from every loss, expense and liability related to a claim that such checks were not authorized (e.g., as to their amount and payee) by the person on whose accounts the checks were drawn.

### Deposit of Substitute Checks:

You agree that you will not deposit "substitute checks" as defined by federal law or Image Replacement Documents (IRDs) that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an Item, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation and you agree to reimburse us for claims, losses, costs and damages we may incur resulting from the handling of such Item.

### Withdrawal Policy:

Savings or Money Market Account withdrawals can be made per written order of withdrawal in accordance with the information contained on the signature card, corporate resolution or other relevant document accepted by the Bank, and may also be made with an ATM or Debit MasterCard®, as applicable. The Bank may refuse a request if any document or identification required by the Bank or law in connection with the withdrawal has not been presented.

### Notice of Withdrawal:

In accordance with federal regulations, we reserve the right to require seven (7) calendar days advance notice of withdrawals from interest-bearing accounts other than a time deposit. While the Bank is required to reserve this right, the Bank does not presently exercise this right.

### Stop Payments:

At your request and risk, the Bank will accept a stop payment request on your Account for a fee (see list of Service Fees). To be effective, a stop payment request must be received in such timely manner so as to give the Bank a reasonable opportunity to act on it, and must precisely identify the Account number, check number, date and amount of the Item, and the payee.

If you call the Bank, or otherwise issue an oral stop payment request, the request may only be valid for fourteen (14) calendar days. If the check or other Item is presented for payment after fourteen (14) calendar days, and you have not confirmed your stop payment request in writing, the Bank may try to avoid paying it, but will not be liable to you if it is paid.

Your stop payment request will be valid for six (6) months from the date of an oral or written request. To maintain the validity of the stop payment request for more than six (6) months, you must furnish a new stop payment request before the expiration of the six (6) month period. If a new stop payment request is not received, the check may be paid.

We are not liable for failing to stop payment if you have not given us sufficient information or if your stop payment request comes too late for us to act on it. We are entitled to a reasonable period of time after we receive your

stop payment request to notify our employees and take other action needed to stop payment.

You agree that "reasonable time" depends on the circumstances, but that we will have acted within a reasonable amount of time if we make your stop payment request effective by the end of the next Business Day following the Business Day on which we receive your stop payment request. If we stop payment, you agree to defend and pay any claims raised against us as a result of our refusal to pay the check or other Item on which you stopped payment.

If we recredit your Account after we have paid a check or other Item over a valid and timely stop order, you agree to sign a statement describing the dispute you have with the person to whom the check or Item was made payable. You also agree to transfer to us all of your rights against the payee and any other holder, endorser or prior transferee of the check or Item and to cooperate with us in any legal action taken to collect against the other person(s). If we are liable for inadvertently paying your check over a stop payment order, you must establish the amount of your loss caused by our payment of the check. We will pay you only the amount of the loss, up to the face amount of the check. You agree that we shall not be liable for any punitive, exemplary or consequential damages.

The Bank will not stop payment on a cashier's check, money order, or other similar Item unless you certify to our satisfaction, which may include an affidavit, that the Item has been lost or destroyed. You must also furnish any other Items we require before we agree to stop payment on a cashier's check or similar Item. Even if we agree to stop payment on such an Item, if the Item is presented, we must pay it and you will be liable to us for that Item unless otherwise required by applicable law.

### Returned Checks/Waiver of Rights:

If you deposit a check or Item in your Account that the drawee bank returns unpaid for any reason (called "dishonor"), we may put the check through for collection again. This means that you are waiving your right to receive immediate notice of dishonor. If the check is dishonored for any reason, the amount of the dishonored check will be deducted from your Account.

### Account Statements; Limitation on Time to Report Forgeries, Errors, or Problems:

We mail your statement to you at the address we have in our records for your Account unless we have agreed to provide statements to you electronically. You should review and balance your Account statements promptly after you receive them or after we make them available to you. If you do not receive an Account statement by the date when you usually receive it, call us at once. You must review your statements to make sure that there are no errors or problems reflected in the Account information.

On Accounts with check-writing privileges, you must review your statement and any canceled check images we send you and report forgeries, alterations, missing signatures, unauthorized payment requests, amounts differing from your records, or other information that might lead you to conclude that the check was forged or that, when we paid the check, the proper amount was not paid to the proper person. You have this duty even if we do not return checks to you or we return only an image of the check. You should notify us as soon as possible if you think there is a problem.

If you assert against us a claim that an Item was not properly payable because, for example, the Item was forged, you must cooperate with us and assist us in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with the appropriate law enforcement authorities.

If we ask, you also must give us a statement, under oath, about the facts and circumstances relating to your claim. If you fail or refuse to do those things, we will consider that you have ratified the defect in the Items and agree that we may charge the full amount of the Items to your Account.

*You must notify us as soon as possible if you believe there is an error, forgery or other problem with the information shown on your Account statement. You agree that fourteen (14) calendar days after we mailed a statement (or otherwise made it available to you, including making it available to you electronically) is a reasonable amount of time for you to review your Account statement and report any errors, forgeries or other problems. If you fail to notify us of an unauthorized signature, alteration, missing deposit, forgery, counterfeit check, unauthorized payment request, or other unauthorized debit to your Account, we will not be responsible for subsequent unauthorized transactions (or fees caused by those transactions) by the same wrongdoer if we act in good faith. In addition, you agree not to assert a claim against us concerning an error, forgery or other problem relating to a matter shown on an Account statement unless you notified us of the error, forgery or other problem within sixty (60) calendar days after we mailed you the statement (or otherwise made it available to you). This means, for example, that you cannot bring a lawsuit against us, even if we are at fault, for paying checks bearing a forgery of your signature unless you reported the forgery within sixty (60) calendar days after we mailed you the statement (or otherwise made it available to you) listing the check we paid.*

### Checks:

(Checking and Money Market Accounts only) – All negotiable paper (called "checks") presented for payment must be in a form supplied by or previously approved by the Bank. We may refuse to accept any check that does not meet this requirement or which is incompletely or defectively drawn. Once an outstanding check is six (6) months old, we may elect not to pay it. But if there is no stop payment order on file when we receive the check for payment, we may elect to pay it in good faith without consulting you. You agree that you will use care in safeguarding your unsigned checks against loss or theft. You will tell us immediately if any checks are missing. You agree to assume all losses that could have been prevented if you had safeguarded unsigned checks, or had told us they were missing.

### Overdrafts:

An overdraft is an advance of funds made by us to you, at our sole discretion, to cover a check or other withdrawal from your Account. We may demand immediate repayment of any overdraft and charge you an Overdraft Fee (see list of Service Fees).

You agree to pay us, when we ask you, all of our costs of collecting an overdraft, to the fullest extent permitted by law. These costs include, but are not limited to, our legal fees and expenses.

We are authorized to pay any check or other Item that creates an overdraft, any returned Item, and all charges associated with overdrafts or returned Items by making advances under or transfers from any Bank account that

is linked to your account for overdraft protection (for example any Line of Credit, Savings Account, Money Market Account, or Checking Account), and we have no obligation to, but we may, pay an Item, which could cause an overdraft in your Account.

We generally process and pay presented checks that you write from your Account in the order in which they are received by using the date and time of when the transaction was authorized. If multiple transactions have the same date and time, then they are posted in **low to high** dollar amount order. When we receive a check or process an Automatic Clearing House ("ACH") payment request to debit your Account, and your account has a non-sufficient available balance to pay the check or payment request, we may charge you Paid Item Fees and/or Returned Item Fees (as such terms are defined, respectively, in the Service Fees section of the Accounts Disclosure). When your check or payment request is returned for non-sufficient funds, your check or payment request may be presented and re-presented to your Account for payment multiple times. Once a Paid Item Fee or Returned Item Fee has been charged on a check or payment request, you will not be charged any subsequent Paid Item Fee or Returned Item Fee for the same check or payment request. The best way to know your Available Balance and avoid paying Paid Item Fees and/or Returned Item Fees is to record and track all your transactions closely. We have no obligation to notify you if we honor, pay, return or decline an Item or transaction for a non-sufficient available balance.

### Order of Posting:

We generally process and pay presented checks that you write from your Account in the order in which they are received by using the date and time of when the transaction was authorized. If multiple transactions have the same date and time, then they are posted in **low to high** dollar order.

We may establish different processing orders for other transactions; therefore, transactions may not be processed in the order in which they occurred and the order in which transactions are received and processed may result in more insufficient fund Items and more Paid Item and/or Returned Item fees than other processing orders. We may refuse, in our discretion, to pay a check or other Item which:

- is illegible;
- is drawn in an amount greater than the amount of funds then available for withdrawal in your Account (see the *Funds Availability Policy*) or which would, if paid, create an overdraft;
- bears a duplicate check number;
- we believe has been altered;
- we believe is otherwise not properly payable; or
- we believe does not bear an authorized signature.

### Early Closeout Fee:

If you close out your Account (excluding CDs) within ninety (90) calendar days of opening, you will be assessed a fee (see list of Service Fees).

### ACH and Wire Transfers:

- **Wires:** This agreement is subject to Article 4A of the Uniform Commercial Code ("UCC") - Fund Transfers as adopted in the Commonwealth of Massachusetts. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.
- **ACH Credits and Debits:** For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rule then in effect. These rules provide, among other things that payments made to you or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account, and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.
- **International ACH/Wire Transactions:** If your account receives incoming ACH transactions (either credits or debits) or wire transfers initiated from outside the United States, both you and we are subject to the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA) or the rules of any wire transfer system involved, and the laws enforced by the Office of Foreign Assets Control ("OFAC"). Under such rules and laws, we may temporarily suspend processing of a transaction for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting and/or availability of funds. If we determine there is a violation, or if we cannot satisfactorily resolve a suspected or potential violation, the subject funds will be blocked as required by law. If you believe you have adequate grounds to seek the return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please refer to the OFAC website for procedures and form required to seek a release of blocked funds.

### Adverse Claims; Interpleader; Legal Process:

We may accept and act on any legal process that we believe to be valid without any liability by us to you, whether served in person, by mail, by facsimile transmission, or by other means at a location other than the office at which the Account, property, or records are held. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax-withholding order, search warrant, forfeiture, or other similar order relating to your Account. You direct us not to contest the legal process. We may but are not required to give you notice of any such legal process except as required by law and will not do so if prohibited by law.

We will hold and turn over funds or other property to the court or creditor as directed by the legal process. If we use funds from a certificate of deposit, we may impose an early withdrawal penalty. We may charge your Account

a legal process fee for each order. You agree to pay us our fees and expenses for research and copying of documents and all other expenses, including administrative expenses that we incur in responding to any legal process related to your Account. These may include attorneys' fees. We may deduct these fees and expenses from any of your Accounts without prior notice to you. Any garnishment, attachment or other levy against your Account is subject to our right of setoff and any security interest we have in the Account. We are not liable to you for not paying Items because we have held or withdrawn funds from your Account or in any way restricted your access to funds because of a legal process.

If we receive a subpoena or other legal process for information about your Account, which we believe requires our compliance, we may release the information. If the legal process requests information about one Account owner or signer, we may release information about Authorized Signers, even if the legal process does not cover the Authorized Signers.

You agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities that we incur by reason of responding to or initiating any legal action, including any interpleader action we commence, involving you or your Account. As part of that indemnity, in the event we incur liability to a creditor of yours as a result of our response or failure to respond to a legal action, you agree to pay us on demand the amount of our liability to your creditor and to reimburse us of any expense, attorneys' fees, or other costs we may incur in collecting the amount from you.

We may, in our sole discretion and without any liability to you, initiate an action in interpleader to determine the rights of the persons making adverse claims to your Account. We may exercise this right regardless of whether the persons making the adverse claims have complied with all statutory requirements pertaining to adverse claims, such as posting a bond or giving other surety. Upon initiation of an interpleader action, we will be relieved and discharged of all further duties and obligations.

### Limited Liability:

UNLESS EXPRESSLY PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAW, THIS AGREEMENT, OR THE ELECTRONIC FUNDS TRANSFER'S DISCLOSURE, THE BANK'S LIABILITY IS LIMITED AS FOLLOWS: THE BANK WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM OUR SERVICES UNDER OR IN CONNECTION WITH THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE ABOVE, THE BANK WILL NOT BE LIABLE FOR DELAYS OR MISTAKES WHICH HAPPEN BECAUSE OF REASONS BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF BANKING AUTHORITIES, NATIONAL EMERGENCIES, ACTS OF GOD, FAILURE OF TRANSPORTATION, COMMUNICATION OR POWER SUPPLY, OR MALFUNCTION OF OR UNAVOIDABLE DIFFICULTIES WITH THE BANK'S EQUIPMENT. SHOULD A COURT ESTABLISH THE BANK'S LIABILITY TO YOU PURSUANT TO WHAT WAS DONE OR NOT DONE UNDER THIS AGREEMENT, YOU MAY RECOVER FROM THE BANK ONLY YOUR ACTUAL DAMAGES, IN AN AMOUNT NOT TO EXCEED THE TOTAL FEES AND CHARGES PAID BY YOU TO THE BANK PURSUANT TO THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM THE BANK CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES, PUNITIVE DAMAGES, MULTIPLE DAMAGES UNDER MGL CHAPTER 93A, LOST PROFITS, OR ATTORNEYS FEES.

If you are a licensed attorney or a law firm, you agree that we may report information about overdrafts and/or returned checks drawn on Accounts which you maintain as trustee for the benefit of another person or in any fiduciary capacity, to the extent and in the manner required by applicable laws, rules and regulations. For example, if you are an attorney licensed to practice in the Commonwealth of Massachusetts, we are required to provide such information to the Massachusetts Bar Board of Overseers regarding "trust accounts" as required by applicable law. You agree that we have no liability to you for reporting any information to applicable authorities regarding any Account which we believe in good faith is subject to such laws, rules or regulations.

### Facsimile Signatures:

If we allow you to use a facsimile signature, you understand and acknowledge that we will not be able to determine whether the facsimile signature on any Item is authentic or has been authorized by you. If your Items are signed using a facsimile signature, you acknowledge that is solely for your benefit and convenience. You authorize us to accept the facsimile signature of any Authorized Signer which you designate in writing from time to time (by corporate resolution or otherwise) on any check, draft, or other order drawn on us, or any other document and we may debit any of your Accounts in the amount of each payment which we make in reliance upon any such facsimile signature and/or reproduction thereof.

We will not be liable, and you will assume all liability, for any losses, liabilities, penalties, claims, damages, costs, expenses or other harm or injury which you may incur or that may be asserted against you or us in connection with the authorized or unauthorized use or reproduction by any person or entity, including, but not limited to, attorneys' fees, and court costs, relating to or arising out of (i) any use, and/or reproduction, whether or not authorized, by any person of any actual or purported facsimile signature of any Authorized Signer on any check, draft or other such order drawn on us or any other document, and (ii) any payment which we make in reliance upon any such facsimile signature and/or reproduction thereof. You will indemnify us and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses or any other harm or injury which we may incur or suffer or which may be asserted by any person with respect to any use or misuse of an actual or purported facsimile signature of any Authorized Signer on any check, draft or other order drawn on us or on any other document, or any payment which we make in reliance upon any such facsimile signature and/or reproduction thereof. You shall be solely responsible for maintaining security over any device used to affix or apply facsimile signatures.

### Indemnity:

- **In General.** You agree to indemnify us and hold us harmless from and against all losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury that we may incur or that may be asserted by any person or entity against us, including, but not limited to, attorneys' fees, and court costs arising out of any action at any time taken or omitted to be taken by: (i) you under or in connection with this Agreement, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with this Agreement and any other commercial or business purpose agreement which you enter into with us; or (ii) us in reliance upon any resolution,

certification evidence of authority, or other document or notice given or purporting to have been given by you to us, or any information or order which you provide to us.

- **Your Instructions to Us.** Without limiting the above, if you give us instructions which we believe may expose us to potential liability, we may refuse to follow your instructions. If we decide to follow your instructions, we may ask you for certain protections, such as surety bond or your indemnity in a form satisfactory to us.

### **If You Owe Us Money:**

If you withdraw funds from your Account which you do not have a right to withdraw, including the amount of a check which we later charge back to your Account, you will have to pay us back. If you do not, we can bring a lawsuit against you to get the money back. We can also do this if you owe us any fees or charges in connection with your Account and you do not pay us. If we bring a lawsuit against you, you will have to pay our court costs and reasonable attorneys' fees as awarded by the court and as permitted by law.

### **Security Interests:**

To the fullest extent allowed by applicable law, any property of yours, in which we may, from time to time, have a security interest or other lien, or which may at any time be in our possession or control for any purpose, shall constitute collateral for any and all of your commercial or business purpose obligation to us. These obligations include, but are not limited to, any amount by which any of your Accounts may from time to time be overdrawn, interest accrued thereon, and any collection costs or other costs due in connection therewith.

### **Right of Set-Off:**

We reserve the right to withdraw at any time some or all of the funds that may now or later be on deposit in any or all of your Accounts and apply them to the payment of any debts you may now or later owe us. Our rights under this section are in addition to any right of set-off and are not conditioned on, or limited by, the maturity of the debt, the giving of notice to you, or the availability of any collateral securing the debt.

We also have the right to place a hold on funds in your Account if we have a claim against you or pending exercise of our right of set-off. If we place a hold on your Account, you may not withdraw funds from the Account and we can refuse to pay checks drawn on the Account.

In addition to any right of set-off, you hereby grant to the Bank a security interest in your deposit Accounts to secure all of your commercial or business purpose loans or other extensions of credit now and or in the future.

### **Accounts with Zero Balance:**

We may consider any Account (excluding CDs) having a zero balance to be closed by you. This Agreement continues to govern matters related to your Account even after your Account is closed. Our decision to close the Account or terminate a service will not affect your existing obligations to us, including any obligation to pay fees or charges incurred prior to closing. This Agreement survives the closing of your Account.

### **Unclaimed Property:**

Most states have established rules and regulations regarding unclaimed property or escheatment ("Unclaimed Property") for residents of those states. Your home state ("Home State") for purposes of the Unclaimed Property rules is the state of your physical address on your Account. For example, if your address is 1234 Main Street in Boston, Massachusetts, your home state is Massachusetts. If we have not received communication from you, or, if there has not been any activity in your Account for the period of time established by the laws of your Home State, we are required by law to distribute the Account balance to the designated official in your Home State. This process is referred to as "escheatment".

Your Account is considered to have activity if you make at least one deposit or withdrawal annually, or, you contact us. For purposes of the Unclaimed Property laws, Account activity must be active, i.e. you must perform a deposit or withdrawal; automatic deposits or withdrawals are not considered activity under the Unclaimed Property laws. Please refer to the Unclaimed Property laws of your state for more information.

If your Account is approaching the designated timeframe to be escheated, we will mail you a notice at the address we have on file for you as required by law. We may make other efforts to provide notice to you, consistent with the laws of your Home State. If your Account funds are escheated, we may impose a fee as described in the Service Fees section of our Accounts Disclosures. Once the funds are escheated to the state, we are not liable to you for the funds and any questions regarding the funds should be directed to the applicable state Unclaimed Property office.

### **Banking Practices:**

In the absence of a specific provision in this Agreement to the contrary, your Account will be subject to our usual banking practices and, to the extent not inconsistent therewith, the general commercial banking practices in the area we serve.

By opening an Account with us, you acknowledge that our deposit relationship with you is that of debtor and creditor. This Agreement and the deposit relationship established by it does not create a fiduciary relationship between us. We owe you a duty of ordinary care. Any of our internal policies are solely for our purposes and do not impose a higher standard of care on us than would otherwise apply by law without such policies and procedures.

### **Severability:**

If any provision in this Agreement is invalid, changed by applicable law or declared invalid by order of a court, the remaining terms of this Agreement will not be affected, and the invalid provision shall be reformed in order to preserve the original intent of this Agreement to the fullest extent feasible. However, if such reformation is not feasible, this Agreement will be interpreted as if the invalid provision had not been placed in this Agreement.

### **Jurisdiction and Venue:**

This Agreement, as well as the parties' rights and obligations, shall be interpreted, enforced, and governed by and under the laws of the United States and the Commonwealth of Massachusetts without regard to choice of law principles.

Your deposit accounts, the services we provide in connection with them, and all the agreements between you and us relating to those accounts and services will be governed by federal laws and by the laws of the Commonwealth of Massachusetts. If any provision of our agreements is impermissible under applicable federal and state laws, the affected provision will be considered changed to the extent necessary to comply with those laws. Any litigation arising out of or in connection with any dispute between the parties will be filed and heard in the state or federal courts in the Commonwealth of Massachusetts and you and we consent to the exclusive jurisdiction of such courts.

EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ITS RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE BETWEEN THE PARTIES.

### **Notices:**

We inform you of changes affecting your rights and obligations by providing a notice to you. In some cases, we may post a notice of a change in our banking offices or on our website. Otherwise, we either mail the notice to you at the address we have for you on our records or, if we have agreed on this method, we provide it to you electronically. We may include a notice with or on your statement. You agree that we may provide you with any changes, additions, or amendments to this Agreement with your monthly statement, regardless of whether you receive your monthly statement electronically or through the mail. If a notice of a change of this Agreement is returned to us (including a notice sent on or with a statement), you agree that the change contained in the notice is still effective and binding on you.

If statements or notices are returned to us undelivered, we may destroy them and discontinue further mailings until you notify us in writing of your new mailing address.

### **Defaults:**

Your account will be in default if any of the following events occurs:

- Any of your loans with us is past due or otherwise in default.
- You overdraw your Account repeatedly.
- You do not repay immediately any overdraft, or you fail to pay or perform any other obligation in connection with any of your deposit or credit relationships with us.
- You do not comply fully with any term or condition of this Agreement or of any other deposit or credit agreement you may have with us.
- You provide to us any false or misleading information in connection with any of your deposit or credit relationships with us.
- An assignment has been made for the benefit of your creditors or an entry of judgment has been made against you.
- We, in our sole discretion, are not satisfied with your conditions or affairs, financial or otherwise, or have determined that your financial condition has suffered an adverse change.

If your Account is in default, we may refuse to advance funds on any commitment or line of credit you have with us, demand immediate repayment of any and all of your outstanding obligations to us, and/or terminate your deposit Accounts and we may exercise all available rights under law or equity. A default also may affect your funds availability, as described in the *Funds Availability Policy*.

### **Cash Management Services:**

We may agree to provide Cash Management Online services with regard to your Accounts. If the terms and conditions of any of those Cash Management services are inconsistent with this Agreement, then the terms of the Cash Management Terms and Conditions shall prevail. Otherwise the terms of this Agreement shall apply to the Cash Management service.

You authorize us to honor and act upon instructions with regard to Cash Management services which we reasonably believe to be from a person authorized to give instructions on your behalf. Instructions include any telephone, telegraphic, electronic, oral or written communication instructing us to take action, not to take action, or to provide information.

We may, at our option, use any means of verifying instructions in addition to any authentication methods otherwise required and upon notice to you we also may, at our option, decline to execute any instruction. You authorize us to electronically record any communication received from you.

### **Other Services:**

We may offer other services which, upon request, you may use with your Account. For example, these other services may include access to our ATMs, an overdraft protection feature, or automated sweep services. You will be subject to all the terms of the agreements governing any other available services which you choose.

### **How Checking Accounts Are Maintained:**

For our internal accounting purposes business checking accounts will consist of two sub-accounts: a checking sub-account and a savings sub-account. The Bank may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. If your account is a type on which interest is paid, your calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

### **Miscellaneous:**

- **Freezing an Account:** We reserve the right to place a hold on your Account funds (commonly referred to as "freezing" your Account), in the event that we believe your Account may be subject to irregular, unauthorized, fraudulent, or illegal activity, or in the event we become aware of a dispute or claim relating to your Account. This hold will remain in place until we have completed our investigation, or, until the dispute, claim or risk of loss has been resolved to our satisfaction. We will provide you with notice as required by law if we do freeze your Account funds.

- **Our Right to Refuse/Close an Account:** The bank reserves the right to refuse to open any account and you or we may close your Account or terminate any service provided in connection with an Account, at any time without advance notice, except that we may require you to give us seven days advance notice when you intend to close your savings, money market, or interest-bearing checking Account (see Notice of Withdrawal section). You or we may close your time deposit Account at maturity without advance notice. If you or we close your interest-bearing Account before the date of interest posting, accrued interest will not be paid except at the discretion of the Bank.
- **Our Right to Delay Enforcement:** We can choose to not enforce or delay in enforcing any provisions of this Agreement without losing the right to enforce them in the future.
- **Items in the Mail:** We are not responsible for any Items you mail to us that are lost in transit. You should send any valuable Items by registered mail and properly insured.
- **Direct Deposit:** If you have direct deposit, you agree that if a direct deposit must be returned for any reason, you authorize us to deduct the amount from the Account you may have with us, without prior notice and at any time.
- **Notice of Address Change:** You must notify us in writing, by secure message service within online banking, or at any of our banking offices, of any change of address. Any communication we send to you at the last address as shown on our records will be binding on you for all purposes. You agree we may change your address on our records based on information provided by the United States Postal Service without notice to you.
- **Assignment:** You will not transfer, assign or pledge your Account(s) to any third party, and we will not recognize any such attempted assignment or pledge, without our prior written approval.
- **Representations and Warranties:** By establishing and maintaining an Account with us, you represent and warrant to us as follows for the duration of your Account relationship: This Agreement represents the entire Agreement between you and us regarding your Account(s) and supersedes any and all prior discussions or agreements between you and us regarding your Account(s). Your performance of this Agreement does not violate your corporate or other governing documents, or any law or regulation applicable to you.
- **Amendments:** We reserve the right to change the terms of this Agreement or change the terms of your Account at any time. We will give you such notice of the change as we determine is appropriate, such as by statement message or enclosure, letter, or as posted in the branch, and as required by applicable law. Where applicable law permits, we can notify you of the changes by posting a new version of this Agreement or a notice of change to Accounts, in our branches. Your continued use of the Account following the effective date of any such change indicates your intention to be bound by this Agreement, as amended. If you would like a copy of the current Agreement or have questions, please ask any Bank representative or call the Call Center toll free at 877.668.2265.

## Compliance:

You agree to comply with applicable laws and regulations. You may not use your account or related services for any illegal transaction or activity, such as those prohibited by the Unlawful Internet Gambling Enforcement Act and the United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Asset Control (OFAC) of the U.S. Department of the Treasury, and Executive Orders issued by the President of the United States.

You agree to indemnify us from any action, proceeding, claim, loss, cost and expense incurred by us due to any U.S. or foreign government entity seizing or freezing any of your accounts or funds caused by your action or inaction.

## Confidentiality:

Information about your account is confidential. We will not disclose information to third parties except: 1) where it is necessary to complete a transaction; 2) in order to verify or report the existence and condition of your Account to a third party, such as a credit bureau; 3) in order to comply with payment system rules, clearinghouse rules, government regulations, court orders, or law enforcement investigations; 4) if you give us permission; 5) to our employees, auditors, affiliates, service providers, attorneys or collection agents in the course of their duties; 6) in connection with a claim by or against us on an Item deposited into or withdrawn from your account; or 7) as otherwise permitted by law. If we have to obey an order for information from an authorized government body, we will, to the extent required by law, notify you before we give out the information.

## Funds Transfers:

The following provisions apply to funds transfers you send or receive through us, but do not apply to the electronic funds transfers governed by Regulation E of the U.S. Federal Reserve Board:

- a) **Definitions:** The following words have the meanings given to them below for purposes of this Funds Transfer Section.
- "Article 4A" means Article 4A of the Uniform Commercial Code as in effect from time to time in the Commonwealth of Massachusetts.
  - "Authorized Agent" means a person designated by you as your authorized representative, or otherwise authorized by you to act on your behalf in connection with a Payment Order, as defined below.
  - "Beneficiary" means (i) the person to whom you ask us to make a Funds Transfer, as defined below, or (ii) you, if instructions relating to a Funds Transfer name you as the beneficiary.
  - "Beneficiary's Bank" means the bank at which the Beneficiary maintains an account to which a Funds Transfer will be made.
  - "Callback" means a telephone call initiated by us to an Authorized Agent for the purpose of verifying that you actually issued a Payment Order, a cancellation of a Payment Order or a change to a Payment Order.
  - "Dual Authorization" means a systematic requirement which requires that two different operator identification codes be used to approve all outgoing Payment Orders.
  - "Funds Transfer" means a transfer to or from your Account.
  - "Non-Repetitive Payment Order" means a Payment Order that is not a Repetitive Payment Order as defined below.

- "Payment Order" means your instructions to us to pay or cause to be paid a fixed or determined amount of money to a Beneficiary.
  - "Repetitive Payment Order" means a Payment Order issued on a regular basis by using a confidential code number and relating to the same Beneficiary and the same account maintained by or for the benefit of such Beneficiary at the Beneficiary's Bank.
  - "Sending Bank" means the bank that sends a Funds Transfer to another bank.
- b) **Authorization:** If you intend to make a Funds Transfer via fax, secure message service or using the Bank's cash management software, you agree to complete and execute the Wire Transfer Authorization and/or the Cash Management Terms and Conditions Agreement supplied by the Bank in advance of your request. You will give us such documentation in a form that is satisfactory to us. All Funds Transfers will be subject to (i) our procedures and fees, as may be amended from time to time, (ii) the terms of this Agreement, and (iii) the terms of any agreement between you and us relating to Funds Transfers, to the extent not consistent with the terms of this Agreement. Nothing in this Agreement shall be considered to require us to make any Funds Transfers requested by you.
- c) **Describing the Beneficiary's Bank and the Intermediary Bank:** If you ask us to make a Funds Transfer from your Account to the Beneficiary's Account, you must identify the Beneficiary, the Beneficiary's Bank, and the intermediary bank, if any, to which you want the Funds Transfer to be sent, by name and by an identification number. If you fail to provide us with an intermediary bank, you hereby direct us, on your behalf to select an intermediary bank. We are entitled to rely upon each identification number which you provide to us, as the proper identification of each person and bank, as applicable, even if it identifies a person or bank different from the named person or bank. In addition, the Beneficiary's Bank may make payment to the Beneficiary based on the identification number, even if it identifies a person different from the named Beneficiary. If we are named as a Beneficiary's Bank, we will pay a Funds Transfer to the person identified by an identification number, even if it identifies a person different from the named Beneficiary.
- d) **Payments Are Provisional:** If a Funds Transfer is subject to the rules of an automated clearing house such as the National Automated Clearing House Association, or other funds transfer system rules which provide that payment to a Beneficiary is provisional until the Beneficiary receives final payment:
- Our payment of a Funds Transfer to your Account will be provisional until the Sending Bank gives us final payment, and you agree that we may reverse our provisional credit if the Sending Bank does not give us final payment; and
  - A payment by the Beneficiary's Bank of a Funds Transfer to the Beneficiary will be provisional until the Sending Bank gives the Beneficiary's Bank final payment, and you agree that the Beneficiary's Bank may reverse its provisional credit if the Sending Bank does not give the Beneficiary's Bank final payment.

You agree to be bound by such rules.

- e) **Authorized Account:** If you make a Funds Transfer, you agree to tell us which of your Accounts will be used to pay the Funds Transfer. If you do not do so, we may pay your Funds Transfer from any of your Accounts.
- f) **No Special Notice of Receipt of Funds:** If you are the Beneficiary of a Funds Transfer, you agree that we do not have to give you any notice that we have received the Funds Transfer. However, if you normally receive a periodic statement for the Account to which we credited the Funds Transfer, the Funds Transfer will be reflected on the periodic statement that includes the date on which we credited the Funds Transfer to your Account.
- g) **You Must Tell Us About Errors or Other Problems:** You must use ordinary care to determine whether each Funds Transfer has been authorized properly by you, and to discover any errors or other problems relating to Funds Transfer requests made to or executed by us. You must tell us at once if you think a Funds Transfer (or a fee related to a requested or completed Funds Transfer) shown on your statement or notice is incorrect. You must send us a written notice including a statement of relevant facts, no later than ten (10) Business Days after the date you receive the first (1st) notice or statement on which the problem or error appears. If you fail to notify us within such time period, and we are required by law to refund to you all or part of the payment which you made, we will not pay interest to you on the amount refunded.
- h) **Security Procedures:** The following security procedures are available to you. We have established these Security Procedures to verify whether you were the person who actually asked us to make a Funds Transfer or to change or cancel a Funds Transfer. The Security Procedures are as follows:
- **Callback.** Outgoing transfers initiated via phone, secure message service, or fax can be verified using a call back procedure to the individual(s) authorized by you at designated telephone numbers.
  - **Token.** Outgoing transfers initiated through the online cash management system will require the use of the assigned token at entry or approval depending on your company setup.
- You agree to be bound by any Funds Transfer, whether or not authorized, which is issued in your name and accepted by us in compliance with the above security procedures. Therefore, you should exercise special care when choosing a security procedure. You must keep the security procedures confidential, and must not reveal the security procedures to any person, other than to an Authorized Agent.
- i) **Funds Transfer Made Without a Security Procedure:** If we agree to make a Funds Transfer for you without a security procedure, you will be bound by such Funds Transfer to the fullest extent allowed by applicable law.

## Part II

### Funds Availability Policy

In general, our policy is to make funds from your cash and check deposits available to you on the first (1st) business day after the day we receive your deposit. Electronic direct deposits, wire transfers received by 5:00 p.m., and cash deposits made in person with a bank teller or at a Brookline Bank ATM will be available on the day we receive your deposit. There may be circumstances when we need to impose a longer availability period and we will provide

you notice. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written and other debits that you have authorized.

### Determining the Availability of Deposits:

To determine the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit with a bank teller on business days that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day. For deposits made through your mobile device or remotely prior to 7:00 p.m. on a business day we are open, we will consider that day to be the day of deposit. However, if you make the deposit through your mobile device after 7:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day. For deposits made at Brookline Bank ATMs the earliest cutoff time that may apply is 3:00 p.m.

We will not accept cash deposits by mail. Check deposits made by mail should be addressed to:  
Brookline Bank  
Attn: Mail Deposits  
P.O. Box 470469  
Brookline MA 02447

Check deposits that are mailed to us are considered deposited on the business day we receive them. Deposits placed in a night depository are considered received when we remove them from the night depository, we will remove deposits no later than the next business day.

### Same-Day Availability:

Funds from the following deposits are available on the same day they are deposited:

- Electronic Direct Deposits;
- Wire transfers received prior to 5:00 p.m.;
- Checks drawn on this institution (unless funds are not available in the Account on which the check is drawn; or if the check is drawn on a Brookline Bank customers' controlled disbursement account);
- Cash deposits made at a Brookline Bank ATM; and
- Cash deposits made at a teller window.

If you do not make your deposit in person to one of our tellers (for example, if you mail the deposit), funds from these deposits will be available on the first (1st) business day after the day of your deposit.

### Longer Delays May Apply:

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

- You deposit checks totaling more than \$5,525 on any one (1) day.
- We believe a check you deposit will not be paid.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six (6) months as described below:
  1. On six or more banking days within the preceding six months, the account balance is negative, or the account balance would have become negative if checks or other charges to the account had been paid; or
  2. On two or more banking days within the preceding six months, the account balance is negative, or the account balance would have become negative, in the amount of \$5,525 or more, if checks or other charges to the account had been paid.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth (5th) business day after the day of your deposit. If the decision to delay availability is not made at the time you make the deposit, we will mail you a notice by the first (1st) business day after we receive your deposit. The notice will tell you when the funds will be available.

### Special Rules for New Accounts:

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

Funds from electronic direct deposits into your account, wire transfers received by 5:00 p.m., and cash deposits made in person to one of our employees or at a Brookline Bank ATM will be available on the day we receive the deposit. The first \$5,525 of a day's total deposits of cashier's, certified, teller's and federal, state, and local government checks and postal money orders will be available on the first (1st) 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 no later than the fifth (5th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our tellers, the first \$5,525 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available no later than the fifth (5th) business day after the day of your deposit.

### Hold on Other Funds:

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 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 ability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. In either case, we make these funds available in accordance with our policy described above for the type of check that was cashed or deposited.

### Foreign Items:

The processing and collection of foreign checks or Items are not subject to U.S. laws or regulations, including collection or return time periods. We reserve the right to accept any checks drawn on a financial institution not located in the United States (including Canadian financial institutions) on a collection basis only. Items accepted for collection are normally credited to your Account only after we have received payment for them. If we do agree to credit your account in advance and do not receive payment for the Item, we will debit your Account for the amount of the Item and any fees. Fees for processing collection Items apply even if the collection Item is returned unpaid.

For each Item sent, we will assess a collection charge plus any collection fees charged to us by other financial institutions that process the Item(s). Checks that are sent for collection are subject to payment by the Drawee Bank and are generally available within thirty (30) calendar days, but may take longer. If the check you present for collection is payable in foreign currency, we will credit your Account in U.S. currency at the foreign exchange rate applied by our Foreign Exchange department minus our collection fee and any collection fees assessed by other financial institutions or payers.

If we accept a foreign check for deposit or collection, you assume all risks associated with the collection process and foreign currency fluctuations. A foreign check may be returned unpaid much later (in some cases, several months later) than Items drawn on U.S. Banks. If a foreign Item is sent for collection and paid, then returned later for fraud, we will debit your account for the Item as well as any fees assessed by the foreign bank.

### Other Provisions:

From time to time, a deposited check may be returned unpaid after we make funds available to you. Please remember that even after we have provisionally made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If a check you deposit is returned to us unpaid, you will have to repay us and we may charge your Account for the amount of the check, and the corresponding Returned Deposited Item fee even if doing so overdraws your Account.

## Part III

### Electronic Funds Transfer

The Electronic Funds Transfers (EFTs) we are capable of handling are indicated below. Some of these may not apply to your Account. Please read this part carefully because it describes the types of transactions that are available and your obligations for these transactions. You should keep this part for future reference.

#### Preauthorized Credits:

You may make arrangements for certain direct deposits to be accepted into your Checking, Savings, or Money Market Deposit Accounts.

#### Preauthorized Withdrawals:

You may make arrangements to pay certain recurring bills from your Checking, Savings, or Money Market Deposit Accounts.

#### Telephone Transfers:

You may make telephone transfers between eligible Checking, Savings, or Money Market Deposit Accounts through our telephone banking system.

#### Online Cash Management:

If you sign up for this service you can transfer funds between designated Accounts, make payments on loans, obtain balance and Account information and arrange for payments to be made to third parties, all as provided for in the Online Cash Management Terms and Conditions Agreement.

#### Electronic Check Conversion:

Some Point-of-Purchase terminals may provide you the option of initiating a one-time automatic debit from your Account by authorizing the merchant to obtain the necessary information from a check drawn on your Deposit Account. A check used in this way is treated as an EFT and is not a negotiable instrument in its own right. The check cannot be subsequently used and should be voided.

#### ATM Transfers:

Types of transfers and dollar limitations – You may access your Account(s) by ATM using your MasterCard® Business Debit Card and personal identification number (PIN) to:

- Get cash withdrawals from Checking, Savings, and Money Market Accounts – the standard daily limit for cash withdrawals is the available balance in your Account up to your card's predetermined authorized daily limit;
- Transfer funds between Checking, Savings, and Money Market Accounts linked to your card;
- Get information about the Account(s) balances for your Checking, Savings, and/or Money Market Account(s) linked to your card;
- Charge point of sale purchases to your Checking or Money Market Accounts.

Note: Some of these services may not be available at all terminals.

#### MasterCard® Business Debit Card Transactions:

Types of transactions and dollar limitations – You may access your Checking or Money Market Account through the MasterCard® network using your MasterCard® Business Debit Card to:

- Purchase goods or pay for services;
- Get cash from a merchant, if the merchant permits, or from a participating financial institution.

Your standard daily limits are the available balance in your Checking or Money Market Account up to your card's predetermined authorized daily limit.

These transactions will be automatically deducted from your Checking or Money Market Account. You may use your MasterCard® Business Debit Card at any location that accepts MasterCard®.

YOU ARE RESPONSIBLE FOR RESOLVING ALL DISPUTES CONCERNING THE PURCHASE OF GOODS OR SERVICES WITH THE MERCHANT WHO ACCEPTED THE CARD.

### Debit Card Purchase Transactions:

For debit card purchase transactions, the merchant may request an authorization from us. If we approve the request, we will reduce the amount of funds available to spend before incurring a fee, from the date of your transaction until payment is requested from us through the Mastercard® system. Some merchants (e.g. hotels, restaurants, gas stations, car rental companies) estimate the authorization amount, which will result in a balance reduction that may be less or greater than the exact amount of your final purchase. Any funds we have associated with the pending transaction will not be available for withdrawal during the period between authorization and payment without incurring a fee for overdrawing the account. This reduction on available funds (before incurring a fee) will be in effect for no more than three (3) business days. When payment is requested through the Mastercard® system, the purchase amount will be debited from your designated Checking or Money Market Account.

### Designating Cardholders:

You may identify certain individuals on the application for this service to whom Brookline Bank is to issue cards. You will also designate the kind of card each individual is to receive. You may identify additional individuals to whom a card is to be issued, request that a different type of card be issued to any individual, or ask Brookline Bank to deactivate any individual's card. All individuals for whom you request a Debit MasterCard® or ATM card must be properly authorized to make withdrawals from your designated accounts. If Brookline Bank has not been provided with banking resolutions and other documentation evidencing such authority, the request for a card for such individual shall be deemed to be conclusive evidence that such individual has all requisite authority.

### Minimum Account Balance:

We do not require you to maintain a minimum balance in any Account as a condition of using an access device (card or PIN) to perform a transaction.

### Charges for Electronic Funds Transfers

A fee will be imposed for each transaction you conduct at an ATM that we do not own or operate (please see list of Service Fees). Such transactions are referred to as "foreign" ATM transactions. There will be a fee for each transaction, even if part of the same ATM visit. For example, if you withdraw funds from two different Accounts at a foreign ATM, there will be two fees (one for each of those transactions). There will be no fees assessed when using an ATM owned or operated by Brookline Bank, Bank Rhode Island, or PCSB Bank.

Please note: For "foreign" ATM transactions, the institution that owns the ATM (or the network) may also assess a fee (surcharge) at the time of your transaction. You may be charged a fee for a balance inquiry even if you do not complete a funds transaction.

### Terminal Transactions:

You can get a receipt at the time you conduct a transaction using automated teller machines or point-of-sale terminals.

### Liability for Unauthorized Use:

Please note that business customers are responsible for and assume liability for any unauthorized use of the Business ATM or Debit Card at an ATM, point-of-sale purchase, or merchant purchase be it in person, by mail, by phone, or by internet. It is important to understand that such purchases are debit transfers, and as such, you acknowledge and agree that all Business Debit Card transactions are not, and will not be treated as, payment orders for the purposes of Article 4A of the Uniform Commercial Code (UCC).

To help protect yourself from unauthorized transactions: keep your card in a secure place; report lost or stolen cards immediately to help minimize exposure; review transaction activity periodically and report any suspicious activity; and keep track of other authorized users.

### Direct Deposits:

If you have arranged to have direct deposits made to your Account at least once every sixty (60) Calendar Days from the same person or company, you can call the Call Center toll free at **877-668-2265** to find out whether the deposit has been made.

### Right to Stop Payment and Procedures for Doing So:

Preauthorized transfers from your Account(s) can be discontinued by calling us at **877-668-2265** or by writing to us at:

Brookline Bank  
Deposit Services  
P.O. Box 470469  
Brookline, MA 02447

In order to stop payment of preauthorized transfers, the Bank must be notified at least three (3) Business Days prior to the regularly scheduled payment date.

When making a verbal request, the Bank may require you to put your request in writing and deliver it to us within fourteen (14) Calendar Days after the initial telephone call. For each stop payment order you request, we will charge you our current stop payment order fee (see list of Service Fees). Unlike checks, you cannot place stop payments on purchases made with your MasterCard® Business Debit Card.

### Advisory Against Illegal Use:

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

To request additional information about  
Brookline Bank's products and services, please visit  
your local Brookline Bank branch,  
call us at 877-668-2265, or visit us online at:  
BrooklineBank.com

Telephone Banking: 888-730-3554