

Business Remote Deposit Capture Agreement

This Business Remote Deposit Capture Agreement ("Agreement") is between Cambridge Savings Bank ("Bank") and the business customer ("Customer", "You" or "Your") that applies for or uses the remote deposit services ("Services") to facilitate the deposit and collection of checks payable to Customer into Customer's designated checking and/or savings account(s) at Bank, as described in this Agreement. The Bank and the Customer agree that the provision by the Bank and the use by the Customer of the Services described below shall be subject to the terms and conditions contained in this Agreement.

1. DEFINITIONS

1. Statutory Definitions. Unless otherwise defined in this Agreement, words or phrases shall have the meaning ascribed thereto in Massachusetts General Laws, Chapter 106, Articles 3 and 4 ("UCC") and the federal Check 21 Law (as defined below), as may be amended from time to time.

2. Agreed Definitions. The following words or terms have the designated meanings:

2.1 "Agreement" means this Remote Deposit Services Agreement as it may be amended from time to time, including all Exhibits hereto.

2.2 "Authorized Account" or "Account" means the business checking and/or savings account or accounts of the Customer maintained at the Bank and which the Bank may debit or credit in connection with the Services provided pursuant to this Agreement, together with the Bank's fee for such Services.

2.3 "Authorized Officer" means a person who is an authorized signatory on any Account maintained by the Customer and who is authorized to designate Authorized Representatives.

2.4 "Authorized Representative" means a person who is authorized to make and confirm deposits on behalf of the Customer.

2.5 "Cash Letter" means a group of checks accompanied by a list containing the dollar amount of each check, the total amount of the checks and the number of checks in the cash letter or Deposit File.

2.6 "Check" or "item" refers to "check" as that term is defined within the UCC.

2.7 "Check 21 Law" or "Check 21" refers to the federal law commonly known as The Check Clearing for the 21st Century Act. Pub. L. 108-100, 117 Stat. 1177 [October 28, 2003], as amended.

2.8 "Exhibit" means any writing executed and delivered simultaneously with or subsequent to the execution of this Agreement and intended by the parties to supplement the provisions of this Agreement.

2.9 "MICR" and "magnetic ink character recognition line" mean the numbers, which may include the bank routing number, account number, check number, check amount, and other information, that are printed near the bottom of a check in magnetic ink in accordance with generally applicable industry standards.

2.10 "Remote Deposit Business Day" means Monday through Friday, excluding holidays from the opening of business to 7:00 p.m. ET.

2.11 "Substitute Check" has the meaning as defined the Check 21 Law.

2.12 "We", "us", "our" or "Bank" refers to Cambridge Savings Bank (and any affiliate, subsidiary, agent, independent contractor, designee, or assignee) we may, in our sole discretion, involve in the providing the Services.

2.13 "You", "your" refers to each Customer who uses the Services.

2. REMOTE DEPOSIT SERVICES

1. Scope

1.1 Terms and Conditions. You are required to have, and maintain, a business deposit account with Business Online Banking with the Bank in order to use the Services. Customer agrees to submit deposits to the Bank in accordance with the terms and conditions of this Agreement. In all other respects the terms and conditions of Customer's Understanding Your Deposit Account Handbook for Business Accounts ("Deposit Handbook") and Business Online Banking Agreement ("BOB Agreement") supplement this Agreement and apply to such deposits. If there is a direct conflict between this Agreement and the Deposit Handbook or BOB Agreement, this Agreement shall control.

1.2 Service Description. Customer, using imaging equipment provided by Bank, will scan original paper checks to create an image Cash Letter file to send to Bank. Images captured by Customer will be transmitted to Bank by Customer, processed by Bank and then sent to the Federal Reserve and /or a correspondent check clearing network, enabling Customer to clear its daily check deposits electronically as images, instead of physically transporting the checks to Bank. At Bank's sole discretion, Bank may prepare Substitute Checks or Image Replacement Documents ("IRDs") to facilitate the deposit and collection of Customer's items.

1.3 Limitations. You agree to deposit only properly payable checks, as those terms are defined within the UCC, drawn on financial institutions within the United States and in United States currency. Customer's use of the Services may be limited as set forth in writing to Customer as to number of files sent each day, the daily dollar volume of files sent and the dollar amount of any single check. The Bank also reserves the right to place limits or restrictions on any of the foregoing without communicating those limits in writing if the Bank, in its sole discretion, determines that such limits or restrictions are necessary in order to help prevent fraud or any loss to the Bank. The Service may not be used for deposits into accounts that are used primarily for personal, family or household purposes.

1.4 User IDs and Passwords; Unauthorized Access. To use the Services, Bank has provided or will provide Customer with an Administrator's User ID and Password ("Password") in order to login to the Bank's Business Online Banking Service. Customer will designate an Administrator and the Administrator will be responsible for creating and maintaining additional user accounts, including assigning and revoking access privileges for users and providing new and subsequent Passwords to those users. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any user, including the ability to create and maintain subsequent user accounts and assigning and revoking access privileges. If the Administrator grants these privileges to a user, that user will also be considered an Administrator. Customer will be required to use the Passwords every time the Services are accessed. It is Customer's responsibility to maintain the confidentiality of the Passwords. Customer agrees to accept full responsibility for control of the users and Passwords. It is Customer's responsibility to maintain and delete Passwords for each individual user, and Bank is not liable for any losses caused by use of the Passwords or the Services, whether or not such use is actually authorized by Customer. Customer agrees to provide any information about any user, including personal identifying information, that Bank may request from time to time.

1.5 Modifications to Services. Bank reserves the right to modify the Services and this Agreement in its sole and absolute discretion from time to time without prior notice to Customer, provided, however, that Bank will generally give Customer at least 30 days' notice prior to making any modifications to the Services that would materially alter its functionality.

1.6 Disruption or Suspension of Services. Bank shall not be liable to Customer for any damages, losses or costs incurred by Customer because the Services are not available due to system maintenance, malfunction, power, internet or telecommunications interruptions or any other event beyond the reasonable control of Bank. Bank reserves the right to deny Customer access to the Services or to choose not to complete a transaction at any time that Bank, in its sole discretion, determines or reasonably believes that (i) a breach or potential breach of security makes such denial of access reasonable and appropriate, (ii) fraud or illegal activity involving Customer's account, any item or deposit file is suspected, (iii) there is any uncertainty as to the accuracy of any item, (iv) Bank determines in its sole discretion that the financial condition of Customer renders Customer's use of the Services no longer advisable, (v) the authority of a user of the Services is in question.

2. Deposit Process. An Authorized Officer or Authorized Representative of Customer shall prepare and transmit deposits to Bank using the scanner and software provided by Bank. Deposits must be balanced before they are transmitted to the Bank. If a deposit is transmitted on a day other than a Remote Deposit Business Day it will be processed on the next Remote Deposit Business Day of the Bank. The fact that Customer transmits a file does not mean that the Bank has received the file. Bank is not considered to have received a file until Bank actually acknowledges receipt as set forth below. Customer agrees to comply with any procedures as may be established by Bank from time to time with respect to the Services.

2.1 Receipt of Files. Any file transmitted by Customer shall be deemed received by Bank when Bank actually acknowledges receipt by sending Customer an electronic notification to that effect which shall then constitute "Receipt". Receipt of the file does not mean that the Bank acknowledges that the file contains no errors. The deposit file shall then be subject to the Bank's standard collection process and subject to the terms of the Deposit Handbook.

2.2 Credit. Any credit given to Customer's Account shall be provisional until collection is final for any items.

2.3 Method of Presentment. Bank shall determine, in its sole discretion, the manner in which items are cleared or presented for payment. Bank reserves the right to select clearing agents through which the Bank clears items. Customer agrees to be bound by the terms of any clearinghouse agreements, operating circulars, or image exchange agreements to which the Bank is or becomes a party.

2.4 Availability of Funds. Checks deposited using the Services will be made available in accordance with the Funds Availability Policy set forth in the Deposit Handbook. Bank reserves the right to process any check on a collection basis at any time. Credit may be reversed at a later date if a check is returned for any reason.

2.5 Return Items. If an item is dishonored, the Customer will receive an image of the original check or a Substitute Check as the charged-back item. Customer shall continue to be responsible for any items returned after termination of this Agreement and Bank may debit any account maintained by Customer for such returned items.

2.6 Ineligible Items. Customer is prohibited from depositing checks drawn on foreign banks, checks not made out to Customer, checks that are not signed and checks that exceed any limits set by the Bank.

2.7 Right of Setoff. Customer acknowledges and agrees that Bank shall have a right of setoff against any and all deposit accounts of Customer to fund any and all fees, returned items and other amounts owed to Bank by Customer.

2.8 Rejection of Deposits. The Bank reserves the right to reject a deposit file for any reason in its sole discretion without liability to Customer. The Bank is not responsible for files it does not receive or for images that are dropped during transmission and is not liable for alterations made to files after they are transmitted to the Bank.

3. REPRESENTATIONS AND WARRANTIES. Customer represents and warrants to Bank that:

3.1 Any check or Substitute Check it submits (a) accurately represents all of the information on the front and back of the original check at the time the original check was converted to an image; (b) bears a MICR line containing all of the information on the MICR line of the original check; (c) bears all endorsements applied by any party that previously handled the check; (d) is payable to Customer; (e) that all signatures on each check are authentic and authorized; and (f) that each check has not been altered.

3.2 Customer will not deposit the original check and will comply with the retention, storage and destruction requirements for original items set forth in this Agreement.

3.3 No check transmitted to Bank will be deposited in any other bank, causing funds to be debited twice from the account of the drawer and no items or files shall be transmitted to Bank twice.

3.4 Customer represents that the image of each check scanned meets the image quality standards established by this Agreement, the American National Standards Institute, the Federal Reserve Board and any other regulatory agency having jurisdiction.

3.5 Customer acknowledges that with respect to any check it submits to Bank using the Services, Customer is making (i) each and every representation and warranty which is made by a person in its status to a person in Bank's status under the UCC, Check 21 and other applicable law, (ii) each and every representation made by Bank to any third party under the UCC and other applicable law. Customer agrees that with respect to each item, it is also providing the Substitute Check warranties provided for under the provisions of Check 21 and any rules and regulations promulgated there under. With respect to each Item transmitted to Bank hereunder, Customer accordingly warrants that the image and any Substitute Check created from that image accurately and legibly represents all of the information on the front and back of the original check, including all endorsements applied by parties that previously handled the item, as well as Customer's endorsement, and further warrants that no person will receive presentment or return of or otherwise be charged for the substitute check, the original check or a paper or electronic representation of the substitute check or original check such that that person will be asked to make a payment based on a check that it already has paid.

3.6 Any check deposited through the Service shall be endorsed by Customer as "For Electronic Deposit Only at Cambridge Savings Bank" or as otherwise instructed by Bank in writing. Customer further agrees to install and use any device reasonably required by Bank in order to place an endorsement or marking on checks deposited using the Service.

4. MAINTENANCE, RETENTION AND DESTRUCTION OF ORIGINAL ITEMS

Customer agrees to secure and safely store the original checks and to establish security procedures that limit access to the checks. Customer agrees to store transmitted checks in a secure location only accessible by necessary Customer employees involved in the Company's deposit process. Customer agrees to retain the original items for a period of not longer than 30 days after which the checks shall be promptly destroyed by Customer using a commercially reasonable method. Within this 30-day

time frame the Bank may request the original item. If the item cannot be provided, the Customer will be liable for any loss or damage, which may result. Customer agrees to allow Bank access to its storage facilities where original checks are stored to inspect Customer's security system or other general operational controls and to monitor the destruction process to determine whether Customer is complying with the terms of this Agreement with respect to storage and destruction of original checks and proper internal controls. Customer agrees to promptly implement any specific internal controls that Bank may reasonably require from time to time.

5. EQUIPMENT

Bank agrees to provide Customer with hardware and software necessary for the capture and transmission of check images and MICR information. Such hardware and software shall remain the property of the Bank and shall be returned to the Bank upon termination of this Agreement. The equipment shall be used solely for the transmission of files and images to the Bank as contemplated under this Agreement and for no other purpose. Customer agrees to keep the equipment clean. Customer is responsible to provide and pay for its own ink cartridge supply for the scanner. Bank will be solely responsible for the servicing and repair of the equipment provided to Customer and Customer agrees to notify Bank as to any equipment failure. The costs of necessary equipment repair and/or replacement shall be borne by the Bank unless it is determined by Bank that the equipment failure is the result of Customer's negligence or misuse of equipment. Customer is responsible for its own communication line and the proper functioning of its computer system and equipment and means of electronic communication with the Bank. Customer agrees to be responsible for the replacement cost of any lost, stolen, destroyed or unreturned hardware.

6. CONTINGENCY PLAN

In the event the Services are unavailable for any reason, then Customer may deposit the original checks at a branch office of the Bank during normal business hours in accordance with the Deposit Handbook or Customer may deposit the original checks through such other means as Bank may reasonably make available from time to time.

7. SERVICE FEES

Customer shall pay the fees and charges set forth in the fee schedule that applies to Customer's Account (Small Business Fee Schedule, Commercial Fee Schedule or Asset-Based Lending Commercial Fee Schedule) ("Fee Schedule"). Remote Deposit Service Fees shall be debited on a monthly basis from your Authorized Account unless otherwise agreed upon in writing. Fees may be offset by account analysis, depending on the type of account you maintain with the Bank.

8. INDEMNIFICATION

Customer agrees to defend, indemnify, and hold the Bank and its affiliates as well as each of their respective employees, officers, directors, trustees and agents harmless from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of actions (including reasonable attorney's fees) arising out of (a) Customer's acts or omissions in connection with this Agreement or the Services, including without limitation arising out of Customer's failure to perform any obligation imposed upon Customer under this Agreement; (b) breach of any of Customer's representations or warranties set forth herein; (c) the willful misconduct, fraud, criminal activity, intentional tort or negligence of Customer or any of Customer's employees, agents or representatives involving use of the Services; (d) any transmission or instruction, whether or not authorized by Customer in connection with the Services, that is acted upon by the Bank in good faith, (e) any item returned unpaid, and (f) any claim of any person that Bank is responsible for any act or omission of Customer or any third party with respect to the Services or any debit or credit transaction hereunder. Customer further agrees to indemnify Bank and any subsequent recipient of a Substitute Check for any loss incurred by any recipient of a Substitute Check if that loss occurred due to the receipt of a Substitute Check instead of the original check. Bank reserves the right to offset Customer's account for the amount of any damages or costs or expensed payable to Bank by Customer under this section.

9. LIMITATION OF LIABILITY

9.1 Customer's Duty to Report Errors. Customer shall notify Bank of any errors, omissions, or interruptions in or delay or unavailability of, the Services as promptly as practicable, and in any event within one Business Day after the earliest discovery thereof.

9.2 Liability of Bank. The Bank will process and complete Remote Deposit transactions initiated through the Service, which comply with the terms of this Agreement. The Bank shall have no liability to Customer, or any other person or entity for any loss, damage, cost or expense arising out of this Agreement or the Services, except as provided by applicable law for any error or delay in performing the Services provided for under this Agreement. **IN ANY EVENT, THE BANK SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

9.3 Liability of Customer. In addition to Customer's liability provided for elsewhere in this Agreement, Customer shall be liable for any loss or damage resulting from Customer's breach of this Agreement or to which Customer's negligence contributed, or

which resulted from unauthorized, fraudulent, or dishonest acts by Customer's current and/or former Authorized Representatives. Such liability includes instances when a current or former Authorized Representative affects one or more Remote Deposits to Customer's detriment.

9.4 Standard of Care. With respect to the performance of the Services under this Agreement that are not covered by the UCC, the parties will be governed by a standard of ordinary care. The Bank will be deemed to have exercised ordinary care if its action or failure to act has been in conformity with the Bank's prescribed procedures and such procedures do not vary unreasonably from general banking uses and practices not disapproved by any provision of the UCC.

9.5 Force Majeure; Risk of Internet. The Bank will not be liable for its inability to perform its obligations under this Agreement when such inability arises out of causes beyond its reasonable control, including, without limitation, any act of God, accident, equipment failure, system failure, labor dispute, or the failure of any third party to provide any electronic or telecommunication service used in connection with the execution of the Services. Customer further agrees that there can be no assurance that transaction activity or the Services will be completely secure and understands that the Services will not be free from delays, malfunctions or other inconveniences generally associated with an electronic medium. Customer agrees that Bank is not responsible for any unauthorized access, delays or malfunctions and Bank is not responsible for the acts of third parties.

9.6 Disclaimer of Warranty. YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT, INCLUDING THAT OF THIRD PARTIES, IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

10. GENERAL TERMS

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principles and applicable federal law. Bank may amend this Agreement at any time upon written notice to Customer. Customer may not assign or amend this Agreement without the written consent of the Bank. In the event of a dispute, any such dispute will be handled in accordance with the dispute resolution provisions set forth in the Deposit Handbook. Either party may terminate this Agreement by written notice to the other and sent at least fourteen (14) business days prior to the termination date specified in such notice. Bank may terminate this Agreement immediately and without notice if it suspects fraud or a breach of security or a breach by Customer of this Agreement or if it becomes uncertain of Customer's financial condition. The provisions of Sections 2, 7, 8 and 9 shall survive termination of this Agreement. Any notices required or permitted to be given by either party under this Agreement shall be in writing and may be provided in accordance with the Deposit Handbook or the BOB Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings with respect to the Services. The parties may delay exercising their rights without losing them and any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances, is held invalid or unenforceable to any extent by any court or tribunal of competent jurisdiction, the remainder of this agreement, and the application to any person or set of circumstances, is not impaired or otherwise affected. This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

