

## **BROOKLINE BANK EXTERNAL TRANSFER SERVICE AGREEMENT**

The following information represents the External Transfer Service Agreement (“Agreement”) between you and Brookline Bank (“Bank,” “we,” “our,” “ours,” “us”) and sets forth the terms and conditions pursuant to which the Bank will provide to you or anyone authorized by you (collectively, “Customer,” “you,” “your,” “yours”) the External Transfer Services outlined herein (“Service(s)"). By clicking the “I Agree” button at the end of this Agreement, you agree to all the terms, conditions, and notices contained or referenced in this Agreement. You must enroll in Online Banking and execute the Online Banking Agreement before you can enroll in the External Transfer Service. This Agreement is a supplement to the Online Banking Agreement. The Online Banking Agreement is hereby incorporated by reference and is made a part of this Agreement. The Bank, in its sole discretion, may not permit you to use the Service until the Bank has determined that you have accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until the Bank has had a reasonable opportunity to review the enrollment and activate the Service. In any event, you agree that your use of the Service shall, without any further action or execution or acceptance of any documentation on your part, constitute your acceptance of and agreement to the Bank’s terms and conditions for the use of the Service as may be in effect as of the time of such usage, whether set forth in the Online Banking Agreement, this Agreement, or otherwise prescribed by the Bank. Terms not otherwise defined in this Agreement shall have the meaning ascribed to those terms in the Online Banking Agreement. In the event of inconsistency between a provision of this Agreement and the Online Banking Agreement, the provisions of this Agreement shall prevail. Access to and use of the Service is subject to all applicable federal, state, and local laws and regulations.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and the Bank, intending to be legally bound, do hereby agree as follows:

**1. DESCRIPTION OF THE EXTERNAL TRANSFER SERVICE.** Within Online Banking you may access the External Transfer Service. This Service allows you to transfer funds (“External Transfer”) between your linked personal deposit accounts at the Bank and certain deposit accounts at other financial institutions located in the United States (“External Account(s)"). An inbound External Transfer moves funds from an External Account into an account at the Bank. An outbound External Transfer moves funds from an account at the Bank to an External Account. You will need to enroll each of your External Accounts that you wish to use for this Service. You agree that you will only enroll External Accounts for which you have the authority to transfer funds into (credit) and out of (debit). All External Accounts requested to be used as part of this Service will be verified in accordance with the Bank’s procedures. The verification process must be completed by you prior to using the Service. You will have seven (7) days after enrolling an External Account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

The External Transfer Service is a consumer product and is not intended for commercial customers. The Bank offers commercial customers other similar products designed for commercial use (cash management services). In the event the Bank becomes aware that commercial accounts are being used to conduct transfers utilizing this service, you agree that the Bank has the right to terminate your use of this Service.

**2. EXTERNAL ACCOUNTS.** To enroll an External Account in the Service, you will need the routing/transit number and account number of the External Account you wish to enroll, which can be found on a deposit slip or check for that account. You understand and agree that at all times your relationship with each External Account provider is independent of the Bank and your use of the Service. The Bank will not be responsible for any acts or omissions by the financial institution or other provider of any External Account, including without limitation any modification, interruption or discontinuance of any External Account by such provider. Additionally, all External Transfers are also subject to the rules and regulations governing the relevant External Accounts. You agree not to effect any External Transfers from or to an External Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to

prevent the transfer of funds in violation of regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

**3. PROCESSING OF EXTERNAL TRANSFERS.** External Transfers made from/to your Bank account will be debited/credited on the Business Day following the day you initiate the External Transfer, provided you have met the Bank's cut off time for submitting External Transfers. In the case of future dated or recurring External Transfers, these time limits will be the Business Day following the scheduled date of the External Transfer. The cut off time for initiating a same-day External Transfer is 3:00 p.m. Eastern Time (Standard or Daylight). Funds requested to be transferred will be debited/credited to the External Account according to the receiving bank's availability and transaction processing schedule. For inbound External Transfers, funds credited to your Bank account are provisional until the Bank has received final settlement of the funds debited from the External Account. If the Bank does not receive such settlement, you acknowledge and agree that the Bank shall be entitled to a refund of the amount of credited funds.

**4. CANCELLATION OF EXTERNAL TRANSFERS.** Requests for immediate External Transfers of funds cannot be cancelled. Future dated and recurring External Transfers can be canceled up to 12:00 a.m. Eastern Time (Standard or Daylight) the day of the scheduled transfer. If the External Transfer status is "in process," "pending," or "processed," you cannot cancel the External Transfer. The Bank is not liable for any service fees or late charges levied against you in the event an External Transfer fails or does not occur. You also understand that you are responsible for any loss or penalty that you incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your Bank account.

**5. LIMITATIONS.** If transferring funds from (outbound) your savings or money market account(s), you are limited to six pre-authorized transfers per statement cycle, for more information on these accounts, please refer to your account agreement. Each transfer made using the External Transfer Service is counted as one of the six limited transfers you're permitted each statement period. However, transfers to (inbound) your savings or money market account(s) are not counted toward this limit. External Transfers are subject to the following dollar limits unless otherwise agreed in writing by you and the Bank:

- a. Five (5) inbound External Transfers per day, not to exceed a total of \$2,500.00
- b. Five (5) outbound External Transfers per day, not to exceed a total of \$2,500.00

The above limits apply to the total of all External Transfers of a specific type for all accounts enrolled in the Service. Recurring or future dated External Transfers will count towards your totals on the day the recurring or future dated External Transfer is scheduled to occur. We may change your dollar limits and transfer limits at any time for any reason.

**6. YOUR RESPONSIBILITY FOR ERRORS.** You understand that the Bank must rely on the information provided by you and you authorize the Bank to act on any instruction which has been or reasonably appears to have been sent by you, to submit External Transfer instructions on your behalf. You understand that financial institutions receiving the transfer instructions may rely on such information. The Bank is not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide the Bank with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

**7. FEES.** There is a fee associated with each Outbound External Transfer that you make. You will be charged the fee each time you make an Outbound External Transfer. We will provide you notice of the amount of the fee at the time you make the Outbound External Transfer. We reserve the right to change the amount of this fee from time to time.

**8. AVAILABILITY OF SERVICE.** We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

**9. NO UNLAWFUL OR PROHIBITED USE.** As a condition of using the Service, you warrant to the Bank that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or use the Service to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

**10. ACCOUNT NUMBER POLICY.** If External Transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that the Bank has no responsibility to investigate discrepancies between names and numbers.

**11. AUTHORITY AND JOINT ACCOUNTS.** You hereby represent and warrant that you have full right, authority and power to execute, deliver and perform this Agreement. If this account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. The Bank is not required to obtain the consent of, or notify either of you. However, each of you will only be permitted to access accounts for which you are an owner or authorized user. Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

**12. INDEMNIFICATION.** In addition to the indemnification and liability provisions contained elsewhere in this Agreement, the following provisions apply: You agree to indemnify, defend, and hold the Bank and our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees) arising from damages that result from misuse of the Service. You will be liable for, hold harmless, and will indemnify the Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by the Bank arising out of your failure to report required changes, transmission of incorrect data to the Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by the Bank's gross negligence or failure to act in good faith and to the extent allowed by applicable law, you agree to indemnify and hold the Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any services performed in connection with this Agreement, (ii) the Bank's action or inaction in accordance with or reliance upon any instructions or information received from you or reasonably believed by the Bank to be you, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement and/or the Online Banking Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

**BY CLICKING ON THE "I AGREE" BUTTON BELOW, I AGREE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT I WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF I SIGNED THE AGREEMENT. I AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND SUCH TERMS AND CONDITIONS AS MAY BE AMENDED IN THE FUTURE.**