

CENTRAL BANK
BUSINESS WEB BANKING SERVICES AGREEMENT:

TERMS AND CONDITIONS
FOR INTERNET BANKING AND BILL PAYMENT SERVICE
Effective January 3, 2012

Central Bank requires that all companies/organizations accessing our business online banking service ("Online Banking", "Business Web Banking") and bill payment service ("Bill Payment Service", "Central Bank Bill Pay") (collectively, "Business Web Banking Services") adhere to the following terms and conditions set forth in this agreement ("Agreement"). By requesting or using Online Banking or our Bill Payment Service or permitting someone else to use them on your behalf, you indicate your acknowledgment and acceptance of these terms and conditions, which are subject to change from time to time.

You should retain a copy of this Agreement for your files. You may print or store a copy of this Agreement for your records. We will also mail you a paper copy of this Agreement upon your request.

Your use of our Business Web Banking Services will also be governed by the general Terms of Use that governs any person who uses or visits our website.

DEFINITIONS

1. "**Authorized Representative**" refers to a person with authority (with respect to the account);
2. "**Bill Payment Service**" ("**Bill Pay Service**", "**Central Bank Bill Pay**") is the online service that enables the scheduling of bill payments using a personal computer;
3. "**Bill Pay Account**" ("**Bill Payment Account**") means your designated checking account(s) from which bill payments will be made and all Bill Pay Service fees and charges will be deducted. You may not designate a savings account as the account from which bill payments will be made
4. "**ISP**" refers to your Internet Service Provider;
5. "**Online Banking**" ("**Business Web Banking**") is the internet-based service providing access to your Bank account(s);
6. "**Online Account**" means the Bank account(s) from which you will be conducting transactions using a Service;
7. "**Password**" is the system-generated code sent to you by Central Bank for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
8. "**Payee**" means a person to which you wish a bill payment to be directed;
9. "**Payment Instructions**" means the information provided by you for a bill payment to be made to your Payee (e.g., Payee name, account number, payment date);
10. "**PC**" means your personal computer, which enables you, with an Internet browser and ISP, to access your Online Account;
11. "**Scheduled Payment Date**" means the Business Day you designate for your bill payment to be made;
12. "**Service**" means any of the online services offered and/or used by you in connection with this Agreement.

13. **"Time of day"** references are to Eastern Standard Time;
14. **"User ID"** is the Bank-generated identification code assigned to you for your connection to the Service;
15. **"We," "us," or "our"** refers to Central Bank [and any affiliate, subsidiary, agent, independent contractor, designee, or assignee] we may, in our sole discretion, involve in the provision of the Online Banking or Bill Payment Service; and
16. **"You" or "your"** refers to the owner of the account or the authorized representative who subscribes to or uses our Online Banking or Bill Payment Service.

YOU MUST HAVE A CENTRAL BANK DEPOSIT ACCOUNT

As an initial matter, you must have a Central Bank Business Checking Account in good standing to use our Business Web Banking Services. Your account will also be governed by the agreements, disclosures, and other documents provided to you in connection with the opening of your account, as they may be amended from time to time.

SUBSCRIPTION TO THE SERVICES

You authorize us to use one or more third parties to provide the Online Banking Services to you on our behalf. Central Bank has taken reasonable and appropriate measures to ensure that your information is always secure on our Online Banking website. However, we cannot guarantee that the nonpublic personal information you may have previously provided will not be intercepted by others and unencrypted or compromised. We will not be held liable for any security breach that occurs for reasons outside of our control.

ACCESS METHODS

The Bank will provide instructions on how to use the Online Banking service or Bill Payment service. You may access the Online Banking and Bill Payment Service via the Internet using a set of User IDs and Passwords assigned by Central Bank. For security reasons, you will be required to change the Company Password the first time you access Online Banking. You will be required to change the User Password the following time you access Online Banking. To access Online Banking or Bill Payment Service via the Internet, you will need to use a personal computer connected to the Internet which meets the following minimum requirements: Browser with capabilities to support a minimum 128 bit encryption. (Microsoft Internet Explorer® 8.0 and Firefox® 3.6 are examples.)

BUSINESS DAY

For purposes of transactions, the Bank's Business Days are Monday through Friday, excluding holidays and weekends. All transactions that are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next Business Day. Transactions performed after 6:00 p.m. on a Business Day may be processed on the next Business Day.

ONLINE BANKING

1. **Account Access:** You may access your Central Bank accounts online. Your Bill Payment Account must be a Central Bank checking account designated as your primary checking account. When you access your account, you may obtain an account balance and summary information, available funds information and cleared transactions, for the current statement period. The available funds information may include any overdraft protection you may have. By granting authority to a user to access your account(s) using Business Web Banking, you also authorize that user to draw upon any overdraft protection available for such account(s).

2. **Transfer of Funds:** In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers, such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and money market accounts.

Same-day transfers will be processed overnight, and the transferred funds will be accessible the following business day.

Future-dated transfers will be processed at the end of the day you have selected, and the funds will be accessible the following business day.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers) on certain types of deposit accounts, you can make no more than six transfers per statement period from a statement savings or money market account by preauthorized or automatic transfer or by Online Banking.

3. Place stop payment orders on checks issued from any Online Account.
4. Send the Bank e-mail messages through Business Web Banking.
5. Business Web Banking customers (if so enabled) may also access an Online Account for the following type of transaction if the customer has submitted an affirmative request for such service, in the form required by the Bank, and the Bank has approved the request:
 1. Order wire transfers, tax payments, or ACH transactions from or to any of Customer's Online accounts. The Bank may impose dollar limitations on any such transactions.
6. **New Services:** You may be notified of new services being introduced for Online Banking from time to time. By using these services when they become available, you agree to be bound by the terms and conditions that will be made available to you concerning these services.
7. From time to time, Online Business Web Banking customers (if so enabled) may use the Online Service:
 1. To instruct the Bank to wire transfer funds, in a specified amount, from an Online Account to another account of Customer or to a specified third party on Customer's behalf; or
 1. to make an ACH debit or credit to an Online Account or to an account of Customer or a third party at the Bank or at another financial institution; or
 1. to make an EFTPS Tax payment

If a wire transfer or ACH transaction involves an account at another financial institution, for such transaction to be effective, the other financial institution must be capable of receiving the transfer, debit, or credit from the Bank. Customer will include with its instructions all information reasonably requested by Bank and will comply with any security procedures instituted by Bank. The Customer will also comply with any set-up or other procedures required by the recipient of a transfer (such as the prearrangement required by the Internal Revenue Service for electronic tax payments). The Customer agrees not to request an ACH debit to a third party account unless the Customer has in its possession, and will supply to the Bank on request at any time during the six year period thereafter, an authorization for the transaction signed by the third party. Prior to using this service to wire funds, the Customer agrees to provide the Bank with a list of persons authorized to generate wires, as listed in a Corporate Resolution filed with the Bank.

The Bank will use reasonable efforts to complete a wire transfer, tax payment, or ACH

transaction in accordance with the Customer's instructions, although transactions requested after the Bank's normal cut-off time on any Business Day (as in effect from time to time) may not be completed until the next Business Day. If the instructions include a receiving bank's name and ABA number that are inconsistent, the transaction may be completed on the basis of the ABA number; if any recipient's name and account number as provided by the Customer are inconsistent, the transaction may be completed on the basis of the account number. If the Customer requests a modification to or cancellation of a transaction instruction, the Bank will use reasonable efforts to effect such modification or cancellation, but shall not be liable if it is unable to do so.

Customer agrees to comply with applicable rules, regulations, and laws in effect from time to time with respect to all requested wire transfer, tax payment, and ACH transactions. Customer also understands that failure to comply with applicable ACH Rules could result in liability for fines and other penalties assessed against the Bank pursuant to those Rules, which Customer agrees to pay directly or to reimburse to the Bank upon demand.

STATEMENTS

You will continue to receive your regular monthly account statement.

COMPANY ADMINISTRATOR

The company/organization will designate a Company Administrator. The Administrator should be an Authorized signer on the accounts requested. Designation must be made in the form of a Central Bank Business Web Banking Agreement, which must be signed by all company/organization officers. Should the company/organization desire to change their Administrator, the request must be made in writing in the form of a revised Central Bank Business Web Banking Agreement, which also must be signed by all company/organization officers. The Bank will set up the Administrator for Online Banking. The Administrator will be responsible for setting up all other company/organization users.

The Company Administrator has the authority to add and/or delete accounts from the Online Banking service. The Company Administrator also has the authority to terminate the Company's Online Banking services (including the Online Bill Payment service).

USE OF YOUR SECURITY PASSWORD

We are committed to protecting the security and confidentiality of information about your account and use of the Online Banking and Bill Pay Service. We identify users by their unique User ID and secret Password. All transactions initiated with your User ID and secret Password will be attributed to you. You agree not to give or make available your User ID and secret Password to any other individuals, including anyone claiming to represent us. If you give your User ID and Password to any other person, you will be deemed to have authorized that person to access any and all accounts included in your Online Banking profile.

You acknowledge that we will never ask you for your secret Passwords, and that our employees do not need your secret Passwords for any reason.

In order to protect yourself against fraud, you need to adhere to the following guidelines:

1. Do not give out your account information, Password, or Social Security Number.
2. Do not leave your personal computer unattended while you are in Central Bank's Internet Banking site.
3. Never leave your account information within range of others.

4. Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

UNAUTHORIZED USE

Notify us AT ONCE if you believe that your User ID and/or secret Password has been lost, stolen or otherwise compromised. You should also immediately change your secret Password. Telephoning is the best way of minimizing your possible losses. If you think your User ID or Password has been lost, stolen or used without your permission, call or write us at our Online Banking Department at the number or address at the end of this Agreement.

BILL PAY SERVICE

1. The Bill Pay Service permits you to direct payments from your Bill Pay Account(s) to third parties you wish to pay. As noted above, your designated Bill Pay Account must be a checking account. Through the Bill Pay Service, you can pay bills from your Bill Pay Account to businesses or individuals.
2. All payments you make will be deducted from your designated Bill Pay Account, and you agree that we may debit your Bill Pay Account for such payments without requiring your signature on the item and without prior notice by you. All bill payments must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict types of Payees to whom payments may be made using the Service from time to time.
3. You should not use the Bill Pay Service to make payments to settle securities purchases, tax payments, insurance payments, payments for government fees, court ordered payments, payments to foreign vendors or persons, alimony or child support payments. Payments for these Payees will be your sole responsibility if delayed or improperly processed or credited.
4. Funds must be available in your designated Bill Pay Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-Business Day (Saturday, Sunday, or holiday), funds must be available in your Bill Pay Account on the prior Business Day. After funds are withdrawn from your Bill Pay Account to make a payment, we may make the payment either by transferring funds electronically to the Payee or by mailing the Payee a check. If a payment has been made to one of your designated Payees for which funds are not available in your Bill Pay Account, and we are unable to recover the amount of the payment by debit to the Payee or by charging your Bill Pay Account, you agree to repay the funds owed immediately upon demand.
5. You may choose to schedule payments to recur in the same amount at regular annual, semi-annual, quarterly, bi-monthly, monthly, semi-monthly, weekly or once-every-four-week intervals. You should schedule a payment to a new Payee at least **ten (10) Business Days** before any payment due date, to allow us time to set up the Payee and verify information about your account with the Payee.
6. You authorize us and any third party acting on our behalf to choose the most effective method to process your payment, including without limitation, electronic, paper or some other means. If the payment is an electronic payment, you must schedule it to be made at least **two Business Days** prior to the payment due date (that is, the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). However, if the company or person that you are paying cannot accept an electronic payment, and a check payment is to be made, you must schedule that payment to be made at least **four Business Days** prior to the payment due date described above. You may schedule payments during the "grace period," but any late charges associated with payments so scheduled will be your responsibility regardless of the cause of the late payment. If you do not

follow these time frames, we shall not be liable for any failure to make payment. You will bear full responsibility for all penalties, late fees, finance charges, damages or other actions taken by the Payee caused by your scheduling. If you schedule your payment and follow all instructions provided, but the Payee does not receive the payment in a timely manner you may contact Bill Pay Customer Service, which is provided by the Bill Pay provider, Metavante, through a toll-free number located on the Bill Pay screen.

7. For all entries made using Online Banking or Bill Pay Service, the time recorded by the Online Banking or Bill Pay Service will be considered the official time of the transaction.

8. Bill Pay transaction limits: \$1.00 minimum Bill Pay transaction amount; \$9,999.99 maximum Bill Pay transaction amount, \$19,999.99 Bill Pay daily payment limit. (The Bank reserves the right to reduce these limits at any time).

9. Some payees may allow you to make expedited payments. Such payments may be made either electronically, similar to the manner by which they are currently made, or by remitting a check via overnight delivery. Expedited payments are delivered faster than our standard payments. The ability to originate an expedited payment varies by payee, and time of day. The expected delivery date is displayed when making an expedited payment, and you always have the ability to cancel the expedited payment request until it is completed. Once you complete an expedited payment request by clicking on the "Make Payment", expedited payments can not be edited or canceled, and the applicable convenience fee will be assessed. You should verify all addresses for any expedited payments sent via overnight check to a payee with the particular payee, as the address for most overnight payments differs from the payee's regular remittance address. Convenience fees apply for all expedited payments made. If an expedited payment is delivered late due to an error by the Bill Pay vendor, you may request to have only the convenience fee refunded to you; you will be responsible for any late fees assessed by the payee.

10. You will be required to complete a Bill Pay Application and Authorization (also referred to as "Bill Pay Registration") before you will have access to Online Bill Pay.

11. Bill Pay transactions can be sent on the same business day that you are scheduling the transaction up until 10:00 PM Eastern Time.

ELECTRONIC BILL PRESENTMENT (e-Bills)

Electronic Bill Presentment (also referred to as "e-Bills" or "smart bills") is an optional feature of the Central Bank Bill Pay service. Bill Presentment is available for merchants or vendors who have chosen to participate in the service. By choosing to receive e-Bills through the service, you agree that:

1. The availability of electronic bill presentment for any particular payee is determined by each payee. The billing date for any payee is at the discretion of each individual payee.
2. For any payee from whom you wish to retrieve and/or pay e-Bills, you authorize us to use the logon information you have previously established with such payee(s), including your user ID and password in order to retrieve and display the bill information on your behalf. You may be asked to provide details from a current bill from a payee as an alternate validation method. Any logon credentials used by the Service will be encrypted, and stored on a separate computer system.
3. Central Bank is not responsible if a Payee does not provide your bill for your retrieval, or if your bill is not available in a timely manner from a Payee, or if your bill summary is unavailable. It is solely your responsibility to contact your Payee(s) if there is a delay in receiving a bill, or if you do not receive bills.
4. A payee may choose to discontinue electronic billing at any time, and with no prior notice. You may choose to cancel the electronic bill presentment service for a payee at any time. If you cancel electronic bill presentment, it is your responsibility to contact such payee(s) to

- arrange to deliver your bill by another method.
5. Some of your Payees may discontinue sending paper bills when you receive e-Bills. Whether you continue to receive paper bills from any given Payee is at the discretion of that payee. If you choose to discontinue electronic billing for a payee, you must contact that payee if you need to arrange for another method of billing.
 6. If you receive a paper bill and an e-Bill, and you pay both bills to a Payee, you agree to contact the Payee directly to resolve any overpayment situation.
 7. Central Bank is not responsible for the content or accuracy of the electronic bills you receive through the Bill Pay service. You agree that you will address any issues with the accuracy of the billing information directly with the appropriate Payee(s).
 8. The Bill Pay Service will store up to twelve months of payment history. Images of your bills may be available for a shorter period of time if any of your Payees maintain them for a shorter period of time. You may wish to print or save your bill images if you want to access them beyond their online availability. You may have the ability to purchase a CD-ROM annually, which contains copies of your e-Bills and your Online Bill Payment history.

CHANGING OR STOPPING PAYMENTS OR TRANSFERS

You may cancel or change an Online Bill Payment transaction using the Business Web Banking Services. Bill Payments must be changed or canceled prior to 10:00 P.M. on the Business Day is scheduled to be initiated. We may not have a reasonable opportunity to act on any stop payment after the Business Day the transaction is scheduled to be initiated. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so if we do not receive your request as set forth above.

Stop payment orders whether oral, written, or electronic, will be in effect for a period of six months. For stop payment orders generated from within the Business Web Banking Services, you must provide written confirmation within one Business Day of the order. In addition, if requested by the Bank, you will confirm any other type of stop payment order in writing within fourteen (14) days after you call. After six months, any stop payment order will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.

Stop payment orders on Bill Payments, whether oral, written, or electronic, are permanent, and the Bank's standard Stop Payment fee may be assessed per Central Bank's Personal Banking Fee Schedule. If requested by the Bank, you will confirm any stop payment order in writing within fourteen (14) days after you call.

ELECTRONIC MAIL (E-MAIL)

1. If you send the Bank an e-mail message, and your e-mail message has been properly addressed, the Bank will be deemed to have received it on the following Business Day. The Bank will then have a reasonable time to act on your e-mail.
2. **E-mail transmissions may not be secure.** Thus, we request that you do not send us or ask for sensitive information such as account numbers, Passwords, account information, social security number, etc. via e-mail. Such information may be sent by way of our Web site's secure Guestbook.
3. You should not rely on e-mail if you need to communicate with the Bank immediately; for example, if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur, or if your ATM/debit card is lost or stolen.

SCHEDULE OF FEES AND CHARGES

Business Web Banking: There is no monthly charge for Business Web Banking.

Online Bill Pay: There is no monthly charge for Online Bill Pay.

Photocopy of paid Online Bill Pay check: \$5.00

Online Bill Pay stop payment fee: \$25.00

Expedited Payment convenience fees:

Expedited overnight electronic payment: \$7.00

Expedited overnight check payment: \$30.00

AUTHORIZED USERS

Any authorized user of your company/organization is authorized on such terms, conditions, and agreements as we may require to:

- | enter into this Agreement, as amended from time to time;
- | access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- | use any Online Banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

TRANSACTIONS

Business Web Banking transactions may be initiated by the Company Administrator or by a "Subordinate User," authorized by the Company Administrator. Only the Company Administrator can authorize or terminate the authorization of a Subordinate User. The Bank cannot authorize or terminate the authority of a Subordinate User to access the company's Online Accounts. The Company Administrator and all Subordinate Users shall be deemed to be duly authorized representatives of the company/organization with respect to all transactions initiated online.

The Bank will issue a Company Password and a Company ID. The Bank will also issue a User ID and a User Password for the Company Administrator. Both sets of IDs and Passwords will be mailed to the Company Administrator.

The first time the Company Administrator logs on, the system will require the Administrator to change the Company Password. The next time the Administrator logs on, the system will require the Administrator to change the User Password.

The Company Administrator shall issue a User ID and Password for each designated Subordinate User. The Company Administrator should also inform each Subordinate User of the Company ID and Company Password. The first time that each Subordinate User logs on, the system will require the User to change the User Password.

OUR LIABILITY

We will process and complete all Online Banking transactions and transactions initiated through the Bill Payment Service that comply with the terms of this Agreement. If we do not complete such a transaction, we will be liable for your actual losses or damages. However, we shall incur no liability if we are unable to complete any transaction initiated by you because of the existence of one or more of the following circumstances:

1. Through no fault of ours, your Account, including overdraft protection, if applicable, does not contain sufficient available funds to complete the payment. Transactions are based on available funds in accordance with our funds availability schedule.
2. The Online Banking or Bill Payment Service, your communication line, your personal computer or modem was not functioning properly.
3. The Payee mishandles or delays crediting or accounting for a payment properly sent by us.
4. You did not properly initiate a transaction or provide us with the correct names and account information for those Payees to which you wish to direct payment.
5. Circumstances beyond our control (such as, but not limited to, fire, power outage, equipment or technical breakdown, delays in the mail delivery, flood, or other outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
6. You instruct us to make a type of payment, such as tax payment or court-ordered payment, which we cannot make.
7. The funds are subject to legal process or other hold or encumbrance restricting such transfer.
8. Your subscription to the Online Banking Service and/or Bill Payment Service or your Account has been terminated for any reason.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

We shall be entitled to rely on the apparent authority of any person who accesses Business Web Banking and Bill Pay using your User IDs and Passwords. Except as otherwise provided by law, you will indemnify the Bank and hold it harmless for any loss or expense caused by any person who accesses Business Web Banking and Bill Pay using your User IDs and Passwords.

Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Firefox (Mozilla Firefox browser) or Microsoft (Microsoft Internet Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We recommend that you routinely scan your PC using a virus protection (antivirus) product, as well as with anti-spyware and anti-malware products. An undetected virus may corrupt and destroy your programs, files, and your hardware.

INSUFFICIENT FUNDS

If you have instructed us to make a payment for which there are insufficient available funds in your Bill Payment Account on the date the payment is debited to your account, the payment will not be made and the Bill Payment Service will automatically block future bill payments until the account has sufficient funds. Once the payment that caused the Bill Payment Service to be blocked has been satisfied, it may take up to five business days for the block to be removed.

If a payment is made even though sufficient funds were not available in your Bill Payment Account and we are unable to recover the amount of the payment by debit to the Payee or by charging your Bill Payment Account, you agree to repay the funds owed immediately. In all cases, you are responsible for either contacting us to make alternate arrangements for the payment or to reschedule the payment through the Service.

ACCOUNT TAX IDENTIFICATION NUMBER

If a company/organization requests Online Banking for more than one account, all accounts must have the same Taxpayer Identification Number.

EQUIPMENT

Central Bank recommends that you maintain your computer's operating system with all recommended updates.

We are not responsible for any loss, damage or injury resulting from:

- i. an interruption in your electrical power or telephone service;
- ii. the disconnection of your telephone line by your telephone company or deficiencies in your line quality; or
- iii. any defect or malfunction of your personal computer, modem, telephone line or software.

SUSPENSION

In the event of failed payments or transfers, we reserve the right to suspend your subscription to any of the Online Banking Services. This suspension may be without prior notice to you. If your subscription is suspended, transactions that were previously scheduled will be canceled. In the event your subscription is suspended, we will notify you, either at your Online Banking e-mail address of record, or at your last listed address, and all inquiries or correspondence relating thereto, including requests for reinstatement, should be directed to the Bank.

ADDRESS CHANGES

We may rely on your address, including, without limitation, your e-mail address, as it appears on our records for any and all communications we send to you unless and until you notify us in writing at the address set forth below of a change of address, and we have had a reasonable opportunity to act on such notice.

To change the e-mail address of the Company Administrator, please notify us in writing. Your Company Administrator will process e-mail address changes requests for any other authorized user(s). We may also update your E-mail address based on the E-mail address you provide us in writing.

TERM AND TERMINATION

Unless otherwise required by applicable law, we may terminate this Agreement for any reason in our sole discretion without prior notice.

Term: This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

Termination for Cause. We may immediately terminate your online Business Web Banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:

- You do not pay any fee required by this Agreement when due or
- You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify the Bank in writing and may either send written notification to the following address:

Central Bank
Online Banking Center
399 Highland Avenue
Somerville, MA 02144

You may also give it to a Customer Service Representative at any of the Bank's locations. Termination of this Agreement will be effective the day we receive your completed termination form.

Inactivity. If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Business Web Banking Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you may be required to contact us to have the Service activated before you will be able to schedule any transaction through the Service. Continued inactivity may result in your Business Web Banking Services being terminated.

ERRORS AND QUESTIONS

Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment transaction, call (617) 629-4351 or write us at:

Central Bank
Online Banking Center
399 Highland Avenue
Somerville, MA 02144

Notification. You must report an unauthorized Online Banking or Bill Payment transaction that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- | Your name and account number
- | A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information; and
- | The dollar amount of the suspected error and date on which it occurred.

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (877) 628-4440 between the hours of 8:30 am and 4:30 pm, Monday thru Friday (other than bank holidays), and ask for the ATM Department or write us at Central Bank, ATM Department, 399 Highland Avenue, Somerville, MA 02144, as soon as you can, if you think your

statement or receipt is wrong, if you need more information about an electronic payment, or electronic deposit listed on your statement or receipt.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared or the problem or error was FIRST reflected in your passbook.

a) Tell us your name and account number (if any)

b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

c) Tell us the dollar amount of the suspected error. If you notify us orally, we have the right to require that you send us your complaint or question in writing within 10 business days following the date you notified us. We will report to you the results of our investigation within 10 business days following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question following the date you notified us. If we decided to use more time to investigate, within 10 business days following the date you notified us, we will recredit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days following your oral notification, we may not recredit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation (within three business days after completing our investigation) of our findings. The written explanation will include notification of the amount we are debiting (the provisionally credited funds) and the date of the charge. We will honor checks, drafts, or similar paper instruments payable to third parties and preauthorized transfers to four business days after transmittal of the notice.

You may ask for copies of the documents that we used in our investigation, and we will provide these to you without charge. If your alleged error concerns a transfer to or from a third party, our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact the third party to pursue the matter further.

You may notify the Bank by telephone, writing, or by e-mail using the Guestbook provided in our Online Banking site. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

ELECTRONIC DISCLOSURE AND CONSENT

You agree that the Bank may provide you with all notifications, disclosures and communications required by federal and state law about your Online Banking Agreement and any and all future amendments, updates and changes, electronically to the e-mail address that you have designated in your application. Your use of Online Banking, including any new or additional service or changes in agreement terms, after the effective date of the change, will constitute your acceptance of and agreement to the change. Any electronic communication we send to you will be considered received within 3 calendar days of the date sent by us to the email address you have designated in your profile.

GENERAL TERMS AND CONDITIONS

Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.

Amendments to Terms and Conditions We may change the terms, conditions, fees and service charges applicable to the Business Web Banking Services from time to time. In such event, we shall notify you by sending an e-mail to your address, as it appears on our records. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. However, if the change is made for security purposes, we can implement it without giving you prior notice. Any use of the Online Banking or Bill Payment Service after a change or changes take effect will constitute your agreement to such changes. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without your prior written consent.

Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- where it is necessary for the provision of Online Banking and for completing transfers;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- in order to comply with government or court orders, or other reporting requirements;
- if you give us your permission;
- to Bank affiliated companies.

You agree and acknowledge that the products or services to be provided by Central Bank hereunder are not being provided for your family, personal, or household use.

You represent and warrant that you have the right or authority to provide to Central Bank any information, including personally identifiable information regarding individuals, which you may provide to Central bank during the term of the Agreement.

GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. In the event of a dispute regarding the Business Web Banking Services, you and we agree to resolve the dispute by looking to the terms and conditions contained herein and in the Electronic Funds Transfer Agreement provided to you.

CENTRAL BANK
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