

**BUSINESS ONLINE BANKING AGREEMENT
DEDHAM INSTITUTION FOR SAVINGS**

Your Bank

Founded in 1831.

Telephone Connecting All Offices (781) 329-6700; TOLL FREE (800) 462-1190

Member FDIC / Member DIF  Equal Housing Lender

INTERNET: <http://www.dedhamsavings.com>

1. AGREEMENT

This Business Online Banking Agreement establishes the terms and conditions for online access to your accounts using the Dedham Savings Your Link for Business Online Banking system (the "System"). By requesting and using this System, you agree to comply with the terms and conditions of this Agreement. You agree to access and use the System only for business or commercial purposes, and that each access or use of the System constitutes acceptance, and is subject to the terms and conditions, of this Agreement. You and others you permit to use the System agree to abide by these terms and conditions. If you do not agree to accept the terms and conditions, you may not use the System. We may terminate this User Agreement if you fail to comply with the terms and conditions of this User Agreement or for any other reason. These terms and conditions are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account. Please read this agreement carefully and retain a copy for your records.

2. DEFINITIONS

Defined terms used in this Agreement are set out below:

- "Primary Administrator" refers to the Company employee or other person that the company designates as being its authorized representative, or as authorized to act on the Company's behalf.
- "Administrator" refers to the Company employee(s) or other person(s) that the Company designates as authorized to access or use any service on the Company's behalf with capacities of an Administrator as deemed with the Online Banking product.
- "Authorized User" means any person your Primary Administrator and/or Administrator(s) designates as being authorized to access or use any Service on the Company's behalf.
- "You", "Your", "User" refer to the account holder authorized by the Bank to use Business Online Banking under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through Business Online Banking. This includes the Primary Administrator, Administrator(s) and authorized user(s).
- "We", "Our", "Us" and "Bank" mean the bank, Dedham Savings.
- "Company", "Account" or "accounts" means your accounts at Bank.
- "System", Dedham Savings Business Online Banking system (Your Link For Business).
- "Electronic funds transfers" means pre-authorized transactions and transfers to and from your accounts using Business Online Banking services.
- "Business Online Banking (Your Link For Business Services)", "Services" means the services provided pursuant to this Agreement.
- "Business days" means Monday through Friday, excluding Saturday, Sunday and federal or state holidays.

3. SERVICES (see Exhibit B for details)

The following services are available:

- Account Balance and Information
- Standard Account Reporting
- Loan Reporting
- Check Image
- Online Statements
- Online Secure Mail
- QuickBooks®
- Bill Payment
- Stop Payments

The following additional services are available if selected by Company and approved by Bank:

- Express & Book Transfers (Internal)
- Loan Payment
- Funds Transfer (External)
- Wire Transfer
- ACH Payment
- ACH Collection
- ACH Tax Payments
- ACH Upload

Depending upon the type of account involved not all of the above features and services may be available on a given account. Other services may be available from time to time in the future. By using these services, or other services as they become available, you agree to be bound by the terms and conditions contained in the Agreement and any amendments hereto.

4. ACCESS

Hours of Access- You can use the System seven days a week, twenty-four hours a day, although some or all Services may occasionally be unavailable due to maintenance or upgrades. Instructions received after a Cut Off Time, or on a day not a business day, may be treated by us as received on the next business day.

Access- To use the System, you must have at least one Business Checking account with us, access to Internet service, and an e-mail address. Your Internet Browser software must support 128-bit encryption. You are responsible for the cost, set-up, configuration, operation and maintenance of your computer, modem and all other hardware and software you use with the System. You agree that we are not responsible for any errors or failures from any malfunction outside of our control, including power interruption, delay resulting for high volumes of Internet traffic, breach of security (other than Systems under our control) or message or transfer interception in transit, or any virus or other computer problem related to the use of the System. We also are not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software.

Enrollment and Accounts- Online Enrollment is provided to gather information regarding accounts and requested services, along with the Primary Administrators selected User ID and Password and/or Passcode. You authorize us to obtain information about you from others (including credit reporting agencies) as part of our review of your enrollment application and from time to time thereafter. You agree to provide us with information as we request from time to time. If you are approved for Business Online Banking, we will send you confirmation of our acceptance of your enrollment. We will provide the Primary Administrator with a Company identification number and Token(s) in order to gain access to the System.

Secure Sign On- During your first login, you will be required to enroll in Secure Sign On, consisting of choosing four security questions and an image. You may also elect to register a cookie on your computer, allowing the PC to save information for future use. After you set up Secure Sign On, we will have two additional ways to identify you:

- The PC you are using
- Confirmation questions with answers that are unique to you

Every time you sign on, we may ask for one of these, in addition to your User ID and Password.

We can recognize you based on the computer you use to access online banking. If you sign on from your own computer, we can mark it with a browser cookie that helps us recognize you every time you sign on. If we don't recognize your computer, we will ask you two confirmation questions. These are personal questions you have selected during set up to help us to recognize you when you log on from a new computer.

5. SECURITY TOKEN

The security token provides an additional level of security for you and your Administrators and/or Authorized Users internet banking session and cannot be shared with anyone else. The security token is personal to the individual to whom it was assigned and can only be used with their online banking access code.

We will make all reasonable efforts to ensure that any Security Token that we provide to you will perform as necessary to permit access to the Business Online Banking as and when required. You and/or the relevant Administrators and/or authorized users will notify us immediately if any Security Token fails to function correctly.

We shall not be liable for any loss or damages incurred or suffered by you or your Primary Administrator, Administrators and/or Authorized Users arising from or in connection with, whether directly or indirectly, your and their use of the Security Token.

All Administrators and Authorized Users of the company are required to use Secure Tokens at the sign on level and when approving a wire or ACH payments. All Administrators and authorized users will need a Secure Token and PIN (Personal Identification Number), together referred to as a Passcode, to access the Service. Tokens will be given to the Administrator at the Company who will be responsible for distributing them to the appropriate users (including all individuals who are authorized to initiate ACH or Wire Transfer transactions). The user's individual PIN and a Secure Token Code (the Passcode) will be required to make ACH or Wire Transfer transactions and will be required by all users at sign on.

The Bank will provide, at no cost, Secure Tokens for up to two (2) Users. Tokens for additional Users may be purchased based on the fee schedule. Replacement of lost or stolen tokens will be charged a fee based on the fee schedule. The Fee paid for purchased tokens is refundable if returned within the guidelines below:

Companies closing all on-line accounts or canceling Business Online Banking must return all Secure Tokens to the Bank within 14 days. Failure to do so will result in the Secure Token fee charged to the Company per Secure Token supplied, and forfeiture of the refund per Secure Token purchased by the Company.

You and your employees must keep your security token safe and secure and advise us immediately at (781) 329-6700 or 1-800-593-4345 if it is lost, stolen or misused. We will deactivate your security token and arrange for a replacement one to be sent to you. A security token replacement fee will apply. Refer to our "Fee Schedule" brochure for applicable charges.

The bank may suspend or cancel Company's Passcode even without receiving notice from the Company, if Bank suspects the Passcode is being used in an unauthorized or fraudulent manner.

6. ADMINISTRATORS AND AUTHORIZED USERS

You may designate only one Primary Administrator at any one time. You are solely responsible for designating your Primary Administrator. If the Company is comprised of more than one commonly owned entity, each such entity must separately authorize the same individual to act as Primary Administrator.

Your Primary Administrator may designate one or more Administrator(s) and Authorized Users. You accept as your sole responsibility your Primary Administrator's designation of Administrator(s) and Authorized Users. You understand that your Administrator(s) will control, and you authorize your Administrator(s) to control access by Authorized Users of the Services through the issuance of Secondary User IDs (as defined below). Your Administrator(s) may add, change or terminate your Authorized Users from time to time and in their sole discretion. We do not control access by any of your Authorized Users to any Service.

Your Primary Administrator and/or Administrator(s) may add additional Authorized Users to the system by enabling them under the Administration tool on Business Online Banking system. You may also delete an Authorized User by this process. Your Primary Administrator and/or Administrator can establish limits on each Authorized User's authority to access information and conduct transactions. The Bank will act on instructions received under valid Passwords or Token Passcodes, will have no duty to further verify the identity of any Business Online Banking Authorized User with valid Passwords or Token Passcodes and shall not have any liability for transactions occurring on your account originated with valid Passwords or Token Passcodes.

You will require your Primary Administrator, Administrator(s) and any Authorized Users to comply with all provisions of this Agreement and all other applicable agreements, and you guarantee that they will do so. You acknowledge and agree that you are fully and solely responsible for the failure of your Primary Administrator, Administrator(s) or any Authorized Users to so comply. You are responsible for any Payment, transfer and other Services and charges incurred by your Primary Administrator, Administrator(s) and any Authorized User, even if your authorization is exceeded.

Whenever any Authorized User or other Administrator leaves your employment, or you otherwise revoke the authority of any Authorized User to access or use the System, you must notify your Primary Administrator and the Primary Administrator is solely responsible for deactivating such Authorized User's Secondary User ID. You remain fully responsible for all use of the Secondary User ID and the Services.

Whenever your Primary Administrator leaves your employment, or you otherwise revoke your Primary Administrator authority to access or use the Services, you must notify us in writing immediately. You remain fully responsible for all use of the Primary User ID (as defined below) and the Services occurring before you notify us and we have had a reasonable opportunity to act upon your notice. You acknowledge and agree that the User IDs are a commercially reasonable method for the purpose of verifying whether you initiated any Payment, transfer or other Service. You further acknowledge and agree that the User IDs are not intended, and that it is commercially reasonable that the User IDs are not intended, to detect any errors relating to or arising out of a Payment, transfer or any other Service.

We own the User IDs, and you may not transfer them to any other person or entity. You must discontinue use of the User IDs on our demand and on termination of this Agreement. If this Agreement is terminated, the User IDs will be deactivated and may not be used to access the Services.

7. SECURITY

Dedham Savings is committed to helping to ensure the safety of your financial identity, your financial assets and your personal information. The information below is a collection of practices that your organization should follow.

- Review and reconcile your accounts on a daily basis and report any suspicious activity to Dedham Savings immediately.
- Require dual control of ACH and wire transfer payments. Each transaction should be requested by one employee and approved by another.
- Be suspicious of emails claiming to be from a financial institution, government department or other agency requesting account information, account verification or banking access credentials such as user names, passwords, PIN or Passcodes and similar information. **Dedham Savings Bank will never call you and ask for personal or business information over the telephone or request information via email.**
- Install a dedicated, actively managed firewall, if you have a broadband or dedicated connection to the internet, such as DSL or cable.
- Use a dedicated terminal to only be used for Business Online Banking.
- Limit administrative rights on workstations to help prevent the inadvertent downloading of malware or other viruses.

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- Install commercial anti-virus and desktop firewall software on all computer workstations. Free software may not provide the level of protection against the latest threats that a licensed industry standard product can.
- Ensure virus protection and security software are updated regularly.
- Install a spyware detection program or software
 - It is your responsibility to routinely scan your computer and related memory devices using reliable virus detection and spyware products. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.
 - It is your responsibility to take steps to secure your computer and also scan it regularly for spyware and key logging software, which records the sequence of keystrokes used when accessing various sites, then transmits those keystrokes to an unauthorized third party to access or attempt access to your Account. It is your responsibility to protect your computer against this type of software.
 - You agree that we are not responsible in any respect for any viruses or unauthorized programs you may encounter using or accessing the Services.
- Always verify use of a secure session by noting the https (not http) in the browser's web address bar and clicking on the lock on your session to ensure the certificate is legitimate.

You and all authorized Users agree to comply with the terms of this Agreement and any other reasonable instructions or recommendations we may issue to you regarding security of the Business Online Banking.

You agree that it is your sole responsibility to set up, maintain and regularly review security arrangements concerning access to, and use of, the Business Online Banking, and information stored on your computer and communications systems, and in particular your and any of your authorized Users' control of Passwords and access to the Business Online Banking.

You confirm that you have assessed the security features of the Business Online Banking and have determined that they are adequate to protect each Primary Administrator, Administrator(s) and Authorized Users and your interests.

You agree to ensure that each of your Primary Administrator, Administrator(s) and Authorized Users authorized Users complies with the terms of this Agreement and any security procedures mentioned or referred to in it.

You must ensure that each of your Primary Administrator, Administrator(s) and Authorized Users keeps his/her Password, Passcode, Security Token secure and secret at all times and takes steps to prevent unauthorized use of his/her Password. For example, he/she must:

- never write or otherwise record his/her Password or Passcode in a way that can be understood by someone else except where it is required by the Bank for the registration of an authorized User;
- never reveal his/her Password or Passcode to anyone else including our staff except where specially provided in the Business Online Banking;
- destroy any advice from us concerning his/her Password as soon as possible;
- avoid Passwords or Passcodes which may be easy to guess such as Passwords/Passcode used in connection with third parties;
- inform us immediately if he/she believes that a third party may have seen or have had access to his/her Password or Passcode;
- never record his/her Password or Passcode on any software which retains it automatically (for example, any computer screen prompts of 'save Password' feature or the like on his/her Internet browser);
- ensure that he/she is not overlooked by anyone or monitored by closed circuit TV and must avoid allowing anyone to identify the keys he/she is pressing while logging on;
- change his/her Password or Passcode on a regular basis (for your protection, you may be required to change your Passcode at least once a year) ;
- access to Business Online Banking will be blocked if incorrect Security Passcodes are repeatedly entered. If this occurs, please telephone us at 781-329-6700 or 1-800-593-4345 for assistance;
- the bank will require you to change your Security Passcodes at least once a year. You may change it with us more often. You will receive notification from us on when this will occur;
- if you forget your Security Passcode, you must contact us;
- never personalize their Security Token in such a manner so as to allow or facilitate anyone to link the Security Token to them; and;
- never allow anyone to come into possession or take control of or use their Security Token.

Once he/she has logged on to the Business Online Banking, the authorized User must not leave at any time the Internet terminal from which he/she has accessed the Business Online Banking or let anyone else use the Internet terminal until he/she has logged off the Business Online Banking. You will be responsible for ensuring that each authorized User has logged off the Business Online Banking at the end of any session.

You and/or your authorized User must notify us immediately of the following:

- any unauthorized access to the Business Online Banking which you or any of your Primary Administrator, Administrator(s) and/or Authorized User(s) know of or suspect; or
- if it is suspected that someone else knows the Password or Passcode of one or more of the Primary Administrator, Administrator(s) and/or Authorized User(s) or has access to any of their Security Token. In the event of any such breach or suspected breach of security you must ensure that all your Primary Administrator, Administrator(s) and/or Authorized User(s) change their Passwords and/or Passcode immediately to the ones which they have not used before. You hereby agree to comply immediately with all reasonable requests for assistance from us and/or the police in trying to recover any losses or identify actual or potential breaches of security. We may disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

If you suspect any impropriety on the part of any authorized User in connection with the Business Online Banking or an authorized User leaves your business, you must immediately take all steps available to ensure that the authorized User is unable to access the Business Online Banking, and/or to replace the Primary User (as the case may be).

You agree that you are solely responsible for the performance and protection of any browser used in connection with the Business Online Banking including the prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.

You agree to keep us indemnified against all actions, proceedings, costs, loss and damage of any kind which we may suffer as a result of your failure to comply with your duties under this section.

You agree to periodically review our website for the latest Best Practices for Business Online Banking.

8. FEES AND CHARGES

You agree to pay our fees and charges for your use of our Services, as they are set by us, and which may change from time to time. These fees are separate from and in addition to any regular Account fees and service charges which may apply to your account(s). Many of these fees and charges can be viewed on our website. You agree that fees and charges may be deducted from any of the Accounts maintained by you with us or any other account of yours. You agree to pay any additional charges for services you request which are not covered by this Agreement. You are also responsible for telephone, Internet service, taxes, or any third-party fees or charges incurred in connection with your use of the System.

Business Online Banking Fees

Security Tokens	First two users, no charge
Replacement or Additional token	\$50.00 each
Stop Payments	Standard Fees apply
Wire Transfer	Standard Fees apply
ACH Services	Refer to ACH Agreement

9. CUTOFF HOURS

Transactions made through Business Online Banking shall be considered received by Bank in accordance with the applicable cutoff Hours and Business Days and hours as amended from time to time. Bank's Cutoff Hours for receipt of data transmitted through Business Online Banking are as follows:

- Express and Book Transfers 10:00 p.m. EST
- Funds Transfer (External) 3:00 p.m. EST
- Bill Payment 9:00 p.m. EST
- ACH: 3:00 p.m. EST
- Stop Payments: 8:00 p.m. EST
- Wires: 3:00 p.m. EST

The Cutoff Hours indicated are for processing of transactions on the Business Day the request is received by the Bank. If a request is received after the applicable Cutoff Hour, the transaction will be processed on the following Business Day.

10. PRIVACY

The Bank recognizes that its customers and other visitors who interact with Dedham Savings via electronic media have an expectation of privacy in their dealings with us. Please refer to the Dedham Savings Privacy Statement available at any banking office or on our website at www.dedhamsavings.com.

11. COMPLIANCE

You and we agree that all Services will be subject to and will comply with the laws of the United States, including without limitation, any applicable federal and state laws and regulations, such as the Internal Revenue Code, the operating circulars of the Federal Reserve System, including the Unlawful Internet Gambling Enforcement Act which prohibits any person, including a business, engaged in the business of betting or wagering from knowingly accepting payments in connection with the participate of another person in unlawful Internet gambling, and the operating rules of networks, associations and systems, such as the rules of the National Automated Clearing House Association and any regional ACH that we may use from time to time to provide the Services and any Office of Foreign Assets Control (öOFACö) requirements, each as amended from time to time. You acknowledge that no Services will be initiated that violates the laws of United States. You understand that information regarding OFAC requirements can be obtained by calling the OFAC Compliance Hotline, toll free, at 1.800.540.OFAC (6322). You also understand that failure to comply with applicable operating rules of the networks, associations and systems could result in liability for fines and other penalties assessed against us pursuant to those rules, which you agree to pay directly or to reimburse us.

12. REGULATION D ACCOUNT RESTRICTIONS

Because regulations require Dedham Savings to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

- Statement savings account - You may make six (6) automated transfers, preauthorized transfers, or payments to third parties each statement cycle (monthly) from your account.
- Money Market account - You may make six (6) automated transfers, preauthorized transfers, or checks to third parties each statement cycle (monthly) from your account.
- If you exceed these transfer limitations, such accounts will be subject to additional service charges, closure by us or may be transferred or converted to a transaction account.

Each of your accounts at the Bank is also governed by the applicable account disclosure statements which have been previously provided and which you have read and understand. The provisions of any such account disclosures that are required by regulation only for consumer accounts (for personal or household purpose) shall not apply to your commercial or business accounts.

13. ERROR RESOLUTION

In case of errors or questions about your electronic transactions, telephone us at (800) 462-1190 or (781) 329-6700 between the hours of 8:30 AM and 7:00 PM Monday through Friday, 9:00 AM and 1:00 PM Saturday, notify us through the Secure Mail service within the Business Online Banking system, or write us at:

Dedham Savings
ATTN: Electronic Banking
PO Box 9107
Dedham, MA 02027- 9107

Services provided pursuant to this Agreement are all business and not consumer in nature and the provisions of the Electronic Funds Transfer Act do not apply. The error resolution and liability provisions on the back of periodic statements you may receive from us do not apply to business or other non-personal accounts.

You must notify us immediately if you discover any unauthorized transactions or errors and must send us a written notice of the problem within 10 days from the date of discovery or your receipt of the first statement or notice reflecting the problem, whichever occurs first. Under no circumstances will we be liable for any special or consequential damages involving such accounts. You assume sole responsibility for any unauthorized use of your account's Passwords or Token Passcodes and shall indemnify, defend and hold the Bank harmless from all claims, actions, proceedings, losses and damages related to or arising out of any unauthorized transactions. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH credits) and which are not subject to the Electronic Funds Transfer Act. In those cases, your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts (MGL. Chapter 106, Section 4A-101 Et Seq).

14. OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER

If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance, if: (1) Through no fault of ours, you do not have enough available funds in your account to make a transfer. (2) The transfer would exceed any daily/monthly limit or permitted overdraft line you have with the Bank.

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(3) Your account is closed, or if it has been frozen. (4) The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal. (5) The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely. (6) Any electronic terminal, telecommunication device, or any part of the Business Online Banking electronic fund transfer system is not working properly, and you knew about the problem when you started the transfer. (7) You have not properly followed the on-screen instructions for using Business Online Banking. (8) Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, act of war, computer breakdown, telephone line disruption, or a natural disaster), prevent or delay the transfer despite reasonable precautions that we have taken. (9) The accounts you are trying to transfer funds into and from are assigned to different Taxpayer Identification Numbers. There may be other exceptions stated in other agreements we may have with you.

15. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

We make no warranty of any kind, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Business Online Banking services provided to you under this Agreement. We do not and cannot warrant that Business Online Banking will operate without errors, or that any or all Business Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Business Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through Business Online Banking.

16. TWO SIGNATURE LIMITATIONS

The signature cards for your Deposit Accounts, and the application, resolution or other related documents for your accounts identify who is authorized to make Transfers, stop payments, obtain ancillary services, and otherwise give us instructions regarding your designated accounts. Although those documents may indicate that more than one signature is required on checks, for the withdrawal or transfer of funds, the notation is principally for your own purposes. We do not assume a duty to support multiple signature requirements in connection with Electronic Services.

17. BANK RESPONSIBILITIES; LIABILITY; LIMITATIONS ON LIABILITY; INDEMNITY

In the performance of the services required by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its negligence or willful misconduct in performing those services. Bank shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any entry received from Company) or those of any other person, including without limitation any Federal Reserve Bank, ACH, or transmission or communications facility, any Receiver or Receiving Depository Bank (including without limitation the return of an entry by such Receiver or Receiving Depository Bank), and no such person shall be deemed Bank's agent. Company agrees to indemnify Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for, any act or omission of Company or any other person. Bank shall be liable only for Company's actual damages; in no event shall Bank be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood or such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, natural disaster, emergency conditions, or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise violate any provision of any present or future risk control program of the Federal Reserve, or any rule or regulation or any other U.S. governmental regulatory authority. Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate set by the Federal Reserve Bank for the period involved. At Bank's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Bank is responsible for, any act or omission of Company or any other person.

18. COMPANY'S LIABILITY TO BANK

Company shall indemnify and hold Bank harmless on account of any loss, cost or expense (including reasonable attorney fees) caused by Company's mistake, omission or failure to exercise reasonable care or to comply with the Rules, this Agreement or any agreement Company may have with its customers.

19. DISCLOSURE OF INFORMATION

We may disclose information to third parties about your account or the transactions you make:

- Where it is necessary for completing transactions or resolving errors involving Business Online Banking;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant;
- In order to comply with government agency rules, court orders, or other applicable law;
- To our employees, service providers, auditors, attorneys, collection agents or affiliated companies, in the course of their duties and to the extent allowed by law; or
- If you give us your permission.

20. TERMINATION OF SERVICE

You can terminate this Agreement or the Services at any time. To cancel Business Online Banking service, you must notify Dedham Savings and provide your name; address and the effective date to stop the service. You may notify us by one of the following methods:

- By sending an e-mail to yourlinkforbusiness@dedhamsavings.com
- By contacting us using the Secure Mail feature within the business online banking service
- By calling (800) 462-1190 or (781) 329-6700 between the hours of 8:30 AM and 7:00 PM Monday through Friday, 9:00 AM and 1:00 PM Saturday
- By writing a letter and either sending it to the following address or giving it to a customer service representative at any Dedham Savings location:

Dedham Savings
ATTN: Electronic Banking
PO Box 9107
Dedham, MA 02027- 9107

When Bill Payment is terminated (either by you or us), any prescheduled Bill Payments will also be terminated.

RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICE. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, YOU MUST NOTIFY THE BANK IN WRITING AND SPECIFICALLY REQUEST TERMINATION OF THE TRANSFER(S).

The Bank reserves the right to terminate Business Online Banking, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend Business Online Banking in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Passwords and/or Passcode as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement with respect to occurrences before termination.

21. INACTIVITY: TERMINATION

We may cancel your Business Online Banking account if you do not log on to the System or have any transaction scheduled through Business Online Banking during any consecutive 90-day period. Once your account has been closed, you must re-enroll. We can terminate this Agreement or any of your electronic banking services at any time. If we do so, we will give you any notice required by law.

22. CONSENT TO ELECTRONIC DELIVERY OF NOTICES

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, may be made electronically by posting the notice on the Bank's Web site or by E-mail. You agree to notify us immediately of any change in your E-mail address.

23. NO WAIVER

No waiver of any right or obligation under this Agreement by us on any occasion will constitute a waiver of that right on any subsequent occasion. In any event, no waiver by us of any right of ours is effective against us unless it is in a writing signed by us.

24. CHANGE IN TERMS

We may change any term of this Agreement at any time. If the change would result in increased fees for any Business Online Banking Service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Bank's Web site, or forward it to you by email, or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any Business Online Banking Services

indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements.

25. EVIDENCE

Any documentation provided to you that indicates that an electronic fund transfer was made shall constitute prima facie proof that the transfer was made.

26. GOVERNING LAW

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its applicable conflict of law principles, and the applicable laws of the United States. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation. You and we agree to be bound by, and hereby consent and agree to, such laws with respect to any claim relating to this Agreement.

IN WITNESS WHEREOF, each of the Bank and the Company has caused this Agreement to be executed as a document under seal and in their names and on their behalf by their duly authorized representatives, effective as of the date on which the Bank executes this Agreement.

By executing below, you agree that you have read and on behalf of Company agree to all terms as stated above.

Executed this _____ day of _____, _____

Company Name: _____

By: _____ Date _____

By: _____ Date _____

Bank Representative

Name: _____ Title: _____

Exhibit B

TYPES OF SERVICES

By accessing the Services with the User IDs, you (including your Primary Administrator, other Administrator(s) and Authorized Users, as applicable) can perform any of the following Services for which you are registered, each of which is subject to the limitations set forth in this Exhibit B and in the Agreement:

We may introduce new features of the Services. We will notify you of the availability of these new features. If you have any technical questions about any Service, you can call us at 1-800-593-4345. If you have any account questions about any Service, you can call us at 1-800-462-1190 between 8:30 a.m. to 4:30 p.m., Eastern Time, on any Business Day. You may also contact us via secure email through Customer Support within the Business Online Banking product.

For cutoff times for each service, please refer to Section 9 in the Business Online Banking agreement.

APPLICATION

To apply for a service, you must accept and adhere to the terms and conditions of this Agreement and complete a Business Online Application Form and any other related forms or schedules that we may require from time to time. For ACH services, you must also have executed our Agreement for Automated Clearing House Services.

CANCELING A SERVICE

You have the right to terminate use of any of these Services by sending notice at any time in writing to us at Dedham Savings, 55 Elm Street, Dedham, MA 02026, Attention: Electronic Banking Department. You may also contact us via secure email through Customer Support within the Business Online Banking product. We also reserve the right to terminate use of this Service for any reason and at any time without notifying you. Section 20 of this Agreement will still govern any termination of this Service.

ACCOUNT INFORMATION AND REPORTING SERVICE

Description The Company authorizes the Bank to provide (a) the Company and (b) the Primary Administrator with access to information relating to each of the Company's accounts noted on the Application. You can use detail and reporting feature of the Services ("Detail and Reporting Service") to (a) obtain balance and other transaction information about the Accounts, which information generally will be current as of the time you access your Accounts using this Service, (b) export information about the Accounts to money management software and (c) create customized reports of Account transactions.

CHECK IMAGE

Description The ability to view paid check images from various reports within Business Online Banking.

ONLINE STATEMENTS

Description Provides you the ability to view and print deposit statements online. (Refer to separate Online Statement Disclosure)

ONLINE SECURE MAIL

Description You may use Business Online Banking to send and receive electronic secure mail with Dedham Savings.

- If you send Dedham Savings an electronic mail message, Dedham Savings will be deemed to have received it on the following business day. Dedham Savings will have a reasonable time to act on your e-mail.
- You should not rely on electronic mail if you need to communicate with Dedham Savings 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 has already been issued.
- You agree that Dedham Savings may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Dedham Savings shall be considered received within three (3) days of the date sent by Dedham Savings regardless of whether or not you sign on to the Service within that time frame.

QUICKBOOKS® (QuickBooks is a registered trademark of Intuit, Inc)

Description. Download Services for Eligible Accounts allow you to download certain information from your accounts into QuickBooks®, that you have installed on your computer (collectively "Personal Financial Management Software"). You are responsible for obtaining a valid and separate license agreement with the provider of the Personal Financial Management Software. The following is a brief description of the various features of and requirements for using the Download Services. From time to time, we may add to, modify, or delete any feature of the Download Services in our sole discretion.

You understand and agree that: (1) not all of the information in your Eligible Accounts can be downloaded into your Personal Financial Management Software; (2) information you can download may not include all of your account activity; (3) statements generated by us is the official record of account transactions, positions and balances, and that the information you download is for tracking purposes only and should not be considered an official record; (4) the account information will not necessarily reflect banking, financial or investment activities and transactions that have not yet been completed or settled and will only reflect the account information in your Eligible Accounts at the exact point in time that you download the information (for example, trades that have not yet been settled may not be reflected); (5) account information in your Eligible Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information; (6) the account information that you download to your Personal Financial Management Software will not be automatically updated by us, and that you will have to update the Eligible Account information by downloading more current information from your account; (8) we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Eligible Account information in your Personal Financial Management Software, which, for example, as stated above, may not be the most updated information and it may not include pending transactions such as a stock sale or purchase which has not settled.

You agree and understand that you assume any risk that: (1) you assume all risk that any Eligible Account information you download and store in your Personal Financial Management Software, or any information you send to us, may be accessed by unauthorized third parties; (2) if you send the information in a manner that is not secure, or if you take the Eligible Account information out of our secure computers by downloading it, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours (or may be shared with others, such as your Personal Financial Management Software provider); (3) we are not responsible for the security and confidentiality of the Eligible Account information if you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Personal Financial Management Software.

You agree that any Eligible Account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.

You also agree and understand that you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Download Services (including the necessary equipment, including but not limited to a modem), and that you are responsible for all costs associated with accessing the Download Services and your Eligible Accounts.

Disclaimers

A. You agree and understand that the eligible account information you download via the download services is provided to you "as is" and "as available."

B. You agree and understand that we make no warranties and have no liability as to:

The accuracy, completeness, availability or timeliness of the eligible account information, text, graphics, or other items in the eligible account information that you can download via the download services;

Errors or omissions in the delivery or transmission of the eligible account information from us to you (and "you" includes delivery to your personal financial management software and/or your computer); and

The download services' fitness for a particular purpose and non-infringement of any third-party rights.

FUNDS TRANSFER SERVICE

Express and Book Transfer and Loan Payments (Internal)

Description The Company authorizes the Bank to allow (a) the Company and (b) the Primary Administrator to transfer funds among the Company's Dedham Savings accounts noted on the Application. You can use the Express Funds Transfer feature or Book Transfers feature to transfer funds between the Accounts for any reason, including making a loan payment.

Availability If you make a deposit to any of your Accounts by transferring funds using the Funds Transfer Service before the cutoff time described in Section 9 of the Business Online agreement, on any Processing Day, we will consider that day to be the day we receive your deposit, unless we tell you otherwise. If you make a deposit to any of your Accounts by transferring funds using the Funds Transfer Service after the cutoff time described in Section 9 of the Business Online Banking agreement, on any Business Day or any day that is not a Business Day, we will consider your deposit to be received by us on the next Processing Day we are open. Funds will be made available to you in accordance with our Funds Availability Policy.

Transfer Amounts We may from time to time and in our sole discretion refuse to issue, or limit the number or amount of, funds transfers you may request using the Funds Transfer Service.

Loan Payments We will make reasonable efforts to see that loan payments requested using the Funds Transfer Service prior to the cutoff time described in Section 9 of the Business Online agreement, on a Processing Day that we are open, are posted to your Account on that day. Any such loan payment requested using the Funds Transfer Service after the cutoff time described in Section 9 of the Business

Online agreement, on any Business Day or any day that is not a Business Day will be posted to your Account the next Processing Day that we are open.

Canceling or Changing Transfers You cannot cancel or change any funds transfer you request using the Funds Transfer Service.

Funds Transfer Limitations. You may not be able to make a funds transfer if (a) your Account has insufficient available funds or (b) the transfer will cause your Account to be overdrawn. See "Regulation D Account Restrictions," set forth in Section 12 of the Agreement, for a description of the limitation on the number of transfers you may make per monthly statement cycle from your Statement Savings or Money Market Deposit Accounts.

Funds Transfer (External)

Description. The Company authorizes the Bank to allow (a) the Company and (b) the Primary Administrator to transfer funds among the Company's Dedham Savings accounts noted on the Application to an external account. You can use the funds transfer feature of the Services (the "Funds Transfer Service") to transfer funds between the designated Accounts for any reason.

Availability. If you make a deposit to any of your Accounts by transferring funds using the Funds Transfer Service before the cutoff time described in Section 9 of the Business Online agreement, on any Processing Day, we will consider that day to be the day we receive your deposit, unless we tell you otherwise. If you make a deposit to any of your Accounts by transferring funds using the Funds Transfer Service after the cutoff time described in Section 9 of the Business Online agreement, on any Business Day or any day that is not a Business Day, we will consider your deposit to be received by us on the next Processing Day we are open. Funds will be made available to you in accordance with our Funds Availability Policy.

Transfer Amounts. We may from time to time and in our sole discretion refuse to issue, or limit the number or amount of, funds transfers you may request using the Funds Transfer Service.

Canceling or Changing Transfers. You cannot cancel or change any funds transfer you request using the Funds Transfer Service.

Funds Transfer Limitations. You may not be able to make a funds transfer if (a) your Account has insufficient available funds or (b) the transfer will cause your Account to be overdrawn. See "Regulation D Account Restrictions," set forth in Section 12 of the Agreement, for a description of the limitation on the number of transfers you may make per monthly statement cycle from your Statement Savings or Money Market Deposit Accounts.

BILL PAYMENT SERVICE

Description You can use the online bill payment feature of the Services (the "Bill Payment Service") to make payments from the Business Checking Account you designate for use with the Bill Payment Service (the "Bill Payment Account") to any of your creditors located in the United States (each, a "Payee").

Paying Bills You generally can pay bills periodically as you request from time to time to any of your Payees by providing the Bill Payment Service with your Payment Instructions. Payment Instructions consist of the following:

- Name, address and telephone number of your Payee;
- Payee account number;
- Amount of the payment for your Payee bill (the "Payment");
- Business Day on which the Payment should be issued (the "Transmit Date"); and
- Any other information necessary for the Bill Payment Service to issue a Payment on your behalf.

Payment Limitations Bill Payment Limits will be determined as part of the online banking approval process. Single transaction and daily limits will be set in accordance with business needs and system limitations. You may not be able to make a Payment if (a) the Payment amount exceeds this dollar limitation, (b) the Payment will cause your Bill Payment Account to be overdrawn or (c) your Bill Payment Account has insufficient available funds.

You may not use the Bill Payment Service to make (a) tax payments to the Internal Revenue Service or any state or other government agency, (b) court-ordered payments or (c) payments to Payees outside the United States (each, a "Prohibited Payment"). We will not notify you if you attempt to make a Prohibited Payment. We will not be liable to you or any third party if we make or fail to make a Prohibited Payment that you scheduled in violation of this Agreement. We also reserve the right and will notify you as soon as is practicable if we refuse to make a Payment (other than a Prohibited Payment) to any other Payee you designate from time to time, and we will not be liable to you or any third party for our refusal to make any such Payment. You are solely responsible for making alternate arrangements for these Payments.

Scheduling Payments When you provide us with your Payment Instructions, you authorize us to, and agree that we may, following your Payment Instructions, debit your Bill Payment Account in the amount of the Payment and send the Payment on your behalf to the Payee on the Transmit Date. We will not send any Payment or debit your Bill Payment Account unless you authorize us to do so. You agree that

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the use of any of the User IDs and the provision of your Payment Instructions will have the same effect as your signature authorizing us to debit the amount of a Payment from your Bill Payment Account. Payments will only be issued on a Business Day that we are open. If you specify a Transmit Date that is not a Business Day that we are open, the Transmit Date will be the next Processing Day after the day you specified that we are open.

Receipt of Payment Instructions You understand and acknowledge that your Payment Instructions must be established in the Bill Payment Service in a timely manner so as to afford us a reasonable opportunity to act on and process your Payment Instructions. You generally should schedule your Transmit Date at least 7 Business Days in advance of the Payment due date. You further understand and acknowledge that, due to circumstances beyond our control (e.g., delays in handling and posting Payments by Payees), some of your Payments may not be received or processed by your Payee in a timely manner. You are solely responsible for any late payment, interest or other penalties that may be imposed as a result of your failure to timely establish your Payment Instructions in the Bill Payment Service, except as otherwise provided for in this Agreement. Payment Instructions established in the Bill Payment Service on a day that is not a Business Day or after the cutoff time described in Section 9, on any Business Day will be considered received by us on the next Processing Day that we are open.

Your Responsibility To Schedule Timely Payment It is your responsibility to transmit your Payment Instructions in such a manner that your bills are paid on time. You are responsible for any late payment charge, finance charge, penalty or default that may result from your failure to transmit Payment Instructions in sufficient time.

Issuing Payments Payments will only be issued in denominations of US. dollars. Payments may be made by transferring funds electronically to your Payee or by sending your Payee a paper check, in our sole discretion. We will debit your Bill Payment Account in the amount of the Payment. In the event that there are insufficient available funds and we choose to process your Payment, a Bill Payment Insufficient Funds Fee as outlined in Exhibit A will be assessed. This fee will be in addition to any other insufficient funds fees the Bank may assess. If there are any circumstances under which we cannot make a Payment because your Bill Payment Account does not have sufficient available funds, the Payment may not be made. Unless required by law, in the event a Payment is not completed, we will not provide you with a return notice. We will not be liable to you or any third party if a Payment is not made under these circumstances. You are solely responsible for making alternate arrangements for any such Payment.

Returned Payments We will not be liable to you if a Payee cannot or will not accept a payment made through the Service. You understand that Payees, the United States Postal Service and/or other mail or delivery services may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; your account number with Payee not valid; Payee is unable to locate your account; or your account with Payee is paid in full. We will attempt to resolve the problem and return the payment to the Payee or we will void the payment and credit your Payment Account.

Address or Banking Changes It is your sole responsibility to ensure that the current contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. Changes can be made either through the Service or by contacting Online Banking Customer Service. Any changes in your Payment Account(s) must also be made in accordance with the procedures contained in the Help files. All changes are effective immediately for Scheduled Payments and future payments from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

Changing or Canceling Payments If you schedule a Bill Payment, you may ask us to change or cancel it only by accessing and following the instructions set forth in the Bill Payment Service. In no event can you ask us to change or cancel a Payment you schedule on or after the Transmit Date. Although we will make every effort to accommodate your request to change or cancel a Payment, we will have no liability for failing to do so if we have not received your request in a timely manner.

STOP PAYMENT SERVICE

You may initiate an online stop payment request on either a specific physical check or a range of consecutively numbered physical checks that has not already been paid. If you feel your checks have been lost or stolen, please contact the bank in addition to submitting your stop payment request. We will not take action on your online stop payment request until we actually receive the completed request. Typically, an electronic request for a stop payment on a check is received by us on the next business day.

NOTE: Payments made using the Online Bill Payment feature cannot be stopped using this screen. You must contact the Online Banking Customer Support Center at 1-800-593-4345. For stop payment on Pre-Authorized ACH payment, contact our Electronic Banking department during normal business hours at 1-800-462-1190

Dedham Institution for Savings and you, the customer, agree to abide by the rules and regulations (as outlined in the Uniform Commercial Code) governing stop payment orders. Oral stop payment orders, including by-phone and internet, are binding for 14 days only, unless the account owner confirms the order by signing the proper form, (which will be mailed to you the next business day), within the 14-day period. A stop payment request applies only to the check, which conforms EXACTLY to the description on

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the form. The Bank will not be responsible for failing to stop payment if the information you provided is not correct or sufficient or the specific check cannot be identified in time to stop payment. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect, or if a written notification is required but not provided. You agree to access the appropriate account history (such as prior account statements) and determine whether the check you want stopped has or has not already been paid.

Properly signed stop payment orders are effective for a period of six (6) months after the date accepted and will automatically expire after that period unless renewed in writing. After that time, the check may be paid and charged to your account unless you renew the stop payment request in writing for an additional fee. We recommend that you renew, in writing, the stop payment order prior to the expiration date unless you have received your original check(s) back or the original check(s) has been destroyed.

The request/notice is made subject to the terms of the Bank's deposit agreements, as in effect from time to time. You agree to indemnify, defend, and hold us harmless from all actions, claims, and damages related to, or arising from, our action in stopping payment on any check pursuant to your stop payment request.

Standard stop payment fees will apply. (Refer to Fee schedule)

WIRE TRANSFER SERVICE

Description You can use the free form wire transfers feature of the Services (the "Free Form Wire Transfer Service") to authorize us to make regular, wire transfers of Account funds to a beneficiary and the account of that beneficiary at the beneficiary's bank. You must also accept and adhere to the requirements of the Terms and Conditions of Funds Wire Transfer Agreement as stated on the Business Online Application Form.

ACH PAYMENT SERVICE

Description You can use the ACH payment feature of the Services (the "ACH Payment Service") to authorize us to debit funds from any Account you designate for use with this service and transfer such funds to any Company account or third-party account maintained at another financial institution located in the United States through an automated clearing house we use from time to time.

ACH COLLECTION SERVICE

Description You can use the ACH origination feature of the Services (the "ACH Collection Service") to authorize us to initiate a debit entry from any designated receiver account through an Automated Clearing House we use from time to time.

ACH TAX PAYMENTS

Description You can use the ACH Tax payment feature of the Services to authorize us to debit funds from any Account you designate for use with this service and transfer such funds to the state or Federal Government for tax payment purposes through an automated clearing house we use from time to time.

ACH FILE UPLOAD SERVICE

Description You can use the ACH file upload feature of the Services (the "ACH File Upload Service") to transmit ACH payment and/or ACH collection instructions from a third-party software program on your computer to us for processing through an Automated Clearing House we use from time to time. The third-party software program on your computer must be able to generate a NACHA-style file format for this Service to function.