

Addendum to AVIDIA BANK Deposit Account Agreement, effective as of October 1, 2024.

This Addendum (“Addendum”) amends the **AVIDIA BANK Deposit Account Agreement** between you and us. READ THIS ADDENDUM CAREFULLY AS IT AFFECTS HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. IF YOU DO NOT OPT OUT AS PROVIDED BELOW, ALL DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO BINDING INDIVIDUAL ARBITRATION. Solely for purposes of this Addendum, the terms “we,” “us” and “our” in addition to referring to **AVIDIA BANK**, also refer to **AVIDIA BANK’s** employees, officers, directors, parents, agents, subsidiaries, affiliates, successors and assigns.

From time to time, you may have concerns having to do with your account or other matters. Most concerns can be resolved by calling our representatives at **(800) 508-2265**. In the event that a Dispute (as defined below) arises between you and us about the **Deposit Account Agreement** or any services that we provide, you and we agree to work in good faith to resolve such Dispute.

If we are not able to resolve a Dispute within thirty (30) days after we receive a Notice of Dispute (as described below) and it is within the jurisdiction of a small claims court, either party may seek relief in small claims court of having jurisdiction over the Dispute.

If we are not able to resolve a Dispute within thirty (30) days after we receive a Notice of Dispute (as described below) and it is *not* within the jurisdiction of a small claims court, you and we agree to resolve the Dispute exclusively through binding individual arbitration before the American Arbitration Association (“AAA”) in accordance with terms set forth in this Addendum. Some rights (such as the right to obtain information from the other party and the right to appeal a decision) may be more limited in arbitration than they would be in a court proceeding. You and we agree and acknowledge that in our relationship arising from the **AVIDIA BANK Deposit Account Agreement** and your account, the parties are participating in transactions that involve interstate commerce, and that the Federal Arbitration Act (“FAA”) governs the interpretation and enforcement of this Addendum.

JURY TRIAL WAIVER. YOU AND WE AGREE TO WAIVE ANY RIGHT YOU OR WE MAY HAVE TO A JURY TRIAL OR TO THE OPPORTUNITY TO LITIGATE ANY DISPUTE IN COURT (EXCEPT IN SMALL CLAIMS COURT).

CLASS ACTION WAIVER. YOU AGREE TO WAIVE ANY RIGHT YOU MAY HAVE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION AGAINST US OR TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY SOMEONE ELSE. You agree not to join in a Dispute with anyone other than persons who are joint account owners or beneficiaries on your account.

Disputes Covered. The term “Dispute” includes any and all claims, disputes, actions or other controversies, whether based in contract, tort, statute, fraud or any other legal or equitable theory, that arise out of or are related to the **Deposit Account Agreement**; your account; any transaction, service, product or fee related to your account; or any other aspect of the relationship between you and us. Disputes subject to arbitration include those based on present, future or past events (including events that occurred before the effective date of this Addendum or any earlier

agreement governing the terms and conditions of your account), whether asserted as original claims, counterclaims, cross-claims, third-party claims, interpleaders, or in any other form.

Mail a Notice of Dispute. If you have a Dispute and our representatives cannot resolve it, you agree to send a written Notice of Dispute to: **DEPOSIT OPERATIONS, AVIDIA BANK, 42 MAIN STREET, HUDSON, MA 01749 (Notice Address)**. The Notice must describe your Dispute and clearly state what you want us to do. If we do not reach an agreement to resolve the Dispute within 30 days after we receive the Notice, either you or **AVIDIA BANK** may commence an arbitration proceeding or seek relief in small claims court as specified above.

Initiating Arbitration. To start an arbitration, a party must send a Consumer Arbitration Rules Demand for Arbitration (“Demand”) to the other party and submit a copy of the Demand and filing fee to the AAA. The form of Demand, the ways to submit a Demand to the AAA, and other information about the arbitration process are available at www.adr.org or 1-800-778-7879.

Arbitration Procedures. The AAA will conduct the arbitration under its Consumer Arbitration Rules (“AAA Rules”), as they may be modified by this Addendum. Any Dispute submitted for arbitration shall be heard and decided by a single arbitrator. For Disputes less than \$10,000.00, the arbitration will be conducted pursuant to the AAA’s Procedures for the Resolution of Disputes through Document Submission unless the arbitrator determines that an in-person, telephone or videoconference hearing is necessary. For Disputes \$10,000.00 or greater, arbitration may be conducted in person, through the submission of documents, or by phone or videoconference, and the parties’ right to a hearing will be determined by AAA Rules. Proceedings that cannot be conducted through the submission of documents or by phone or videoconference will take place at a location reasonably convenient for both of us, or if we are unable to agree, at a location determined by the arbitrator.

The arbitrator shall have exclusive authority to resolve any disagreement or controversy relating to the validity, interpretation, scope or enforcement of this Addendum, or any other part or term of the **Deposit Account Agreement**, or the existence or validity of this **Deposit Account Agreement** as a whole (subject to the appellate and judicial review rights set forth below). All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. The arbitrator shall apply Massachusetts law to all claims, counterclaims, and defenses. The parties shall not be permitted to seek punitive, consequential, or indirect damages relating under any theory of liability. Judgment upon any arbitration award may be entered in any court having jurisdiction.

The arbitrator’s award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the arbitrator determines that the Class Action and Class Arbitration Waiver is invalid, void or unenforceable for any reason, in whole or in part, that determination is immediately reviewable by a court of law, and the parties hereby submit to the jurisdiction of such court for such purpose. The arbitration shall be stayed during the pendency of any such judicial review, including any appeals, requests for rehearing or petitions for certiorari.

Costs of Arbitration. If you submit a Demand to the AAA, you will pay the initial filing fee unless you get a fee waiver under the AAA Rules. If we submit a Demand, we pay the initial

filing fee. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the AAA Rules and applicable law. However, we will advance or reimburse your fees if the AAA or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so.

Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. You will be entitled to recover attorneys' fees in arbitration to the same extent you could in court, in accordance with applicable law. In our case, although we may have a right to recover attorneys' fees if we prevail in arbitration, we agree that we will not seek such an award, unless the arbitrator finds that your Demand was not made in good faith or is frivolous, in which case you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under AAA Rules.

Preservation of Remedies. You or we can do the following without giving up the right to require arbitration:

- Seek remedies in small claims court on an individual basis for Disputes within that court's jurisdiction, unless these Disputes are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Disputes to arbitration. Disputes filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Dispute.
- Exercise self-help remedies and take measures that do not involve a court or arbitration, including, but not limited to, setting off against your account(s).
- Comply with other contractual or mandatory regulatory procedures before a Dispute may be brought to arbitration.

Modification. Notwithstanding **AVIDIA BANK's** right to amend the terms of this Addendum, arbitration of any Dispute will be conducted pursuant to the terms of this Addendum in effect at such time as **AVIDIA BANK** receives Notice of the Dispute, in writing, at the Notice Address listed above. If we make a change to this Addendum (other than address changes), you may reject that change by sending us written notice, within 30 days of the change, to the Notice Address listed above. If you do so, the most recent version of this Addendum that was in effect before the change you rejected will apply. This Addendum shall survive the closing of your account and remain binding on you and your heirs, legal representatives, successors and assigns.

Severability. If any term of this Addendum, other than the Class Action and Class Arbitration Waiver, is deemed or found to be invalid, void or unenforceable for any reason, that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term. The Class Action and Class Arbitration Waiver is non-severable and if, following the conclusion

of the judicial review process described above, it is deemed or found to be invalid, void or unenforceable for any reason, this entire Addendum shall be null and void.

OPT OUT PROCEDURE. You have the right to opt out of this Addendum and doing so will not affect any other terms of this **Deposit Account Agreement** or your relationship with us. **TO OPT OUT OF THIS ADDENDUM FOR ACCOUNTS OPENED ON OR BEFORE OCTOBER 1, 2024, YOU MUST MAIL US WRITTEN NOTICE OF YOUR DECISION, POSTMARKED BY OCTOBER 31, 2024.** For accounts opened after OCTOBER 1, 2024, you must mail us written notice of your opt-out decision, postmarked within 30 days of opening your account. Your opt out notice must include your name, address, account number for each account you wish to opt out and your signature and must be mailed to: **Deposit Operations, AVIDIA BANK, 42 MAIN STREET, HUDSON, MA 01749** (“**Notice Address**”). This is the only method by which you can opt out of this Addendum. For joint accounts, an opt-out notice signed by one account owner shall apply to all owners listed on the account. This Addendum will apply to any Dispute relating to any account(s) for which we do not receive a timely and proper opt-out notice as described in this paragraph (including Disputes involving account owners added to your account in the future).

If you opt out of this Addendum, all other parts of the **Deposit Account Agreement** between you and us will continue to apply to your account(s). Opting out of this Addendum has no effect on any previous, other, or future arbitration agreements that you may have with us.

6116499
6171197