

Federal Home Loan Bank of Boston

# Correspondent Services Agreement

Correspondent Services Agreement, dated as of \_\_\_\_\_, \_\_\_\_\_ (“Agreement”) between the Federal Home Loan Bank of Boston, having its principal place of business at 800 Boylston Street, 6<sup>th</sup> Floor, Boston, MA 02199 (“Bank”) and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ (“Member”).

WHEREAS, Member is a shareholder of the Bank;

WHEREAS, Member wishes to maintain one or more demand deposit accounts at the Bank;

WHEREAS, from time to time, Member may wish to utilize various Correspondent Services (as defined herein) offered from time to time by the Bank; and

WHEREAS, the Bank and Member desire to enter into a comprehensive agreement governing their Correspondent Services relationship;

NOW, THEREFORE, the Bank and Member agree as follows:

## ARTICLE 1. DEFINITIONS

Section 1.01. Incorporated Definitions. Unless otherwise specified in this Agreement, all terms shall have the meaning ascribed to them under the Internet Service Guide, the Bank’s Control Standards for Members, or any specific product descriptions and brochures generated by the Bank from time to time, each as amended from time to time. Words or phrases not defined therein shall, unless otherwise specified in this Agreement, have the meaning ascribed to them under the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts.

Section 1.02. Available Funds. “Available Funds” means funds on deposit in an IDEAL Way Account and available for withdrawal pursuant to the Bank’s applicable funds availability policy, or funds of Member otherwise available for withdrawal, as determined in the sole discretion of the Bank.

Section 1.03. Correspondent Services. “Correspondent Services” means the deposit services, funds transfer services, settlement services, reconciliation services, custodial services, safekeeping services, trading services, and electronic access services as described in Articles 2 through 9 of this Agreement, and such incidental or related services as the Bank may provide from time to time.

Section 1.04. Custodial Mortgage Account. “Custodial Mortgage Account” means a daily interest-bearing

demand deposit account established by Member at the Bank to serve as a conduit for funds paid to Member as servicer for a Mortgage Investor.

Section 1.05. Federal Reserve Bank. “Federal Reserve Bank” means the Federal Reserve Bank of Boston.

Section 1.06. Fedwire. “Fedwire” means the Federal Reserve Wire Network.

Section 1.07. IDEAL Way Account. “IDEAL Way Account” means a daily interest-bearing demand deposit account maintained by Member at the Bank and designated as an IDEAL Way Account.

Section 1.08. Internet Portal Services. “Internet Portal Services” means each electronic-based information, communication, or transaction service that the Bank provides to the Member through the Member-specific portion of the Bank’s website accessible through the Internet pursuant to this Agreement, the Service Guide, and any applicable policies and procedures established by the Bank from time to time. Internet Portal Services do not include information available on the publicly accessible portion of the Bank’s Website.

Section 1.09. Internet Service Guide. “Internet Service Guide” means the Bank’s guide to the Internet Portal Services as published by the Bank on the Internet and viewable via the Internet Portal Services, as amended, revised, modified, or supplemented from time to time. Upon Member’s request, a physical copy of the then current Internet Service Guide may be provided for informational purposes. However, Member’s Internet Portal Services activity shall be governed by then current online version.

Section 1.10. User Authorization. “User Authorization” means the Bank’s form of designation of persons authorized reflected as part of the Bank’s Internet Portal Services and any other designation of authorization form provided by the Bank pursuant to this Agreement (or any prior agreement governing the Correspondent Services) by which the Member grants the Bank authority to give individuals identified on the User Authorization access to, and use of, the services

specified on the User Authorization, to the extent specified thereon.

Section 1.11. Licensed Products. “Licensed Products” means all software that the Bank provides in executable form only to establish an electronic link to the Internet Portal Services, and all content, images, displays and other materials provided thereon, regardless of the form, that the Bank makes available to Member in connection with this Internet Portal Service. Licensed Products also include the Internet Service Guide.

Section 1.12. Mortgage Investor. “Mortgage Investor” means the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or certain private mortgage bankers.

Section 1.13. Safekeeping Account. “Safekeeping Account” means an account maintained by Member at the Bank in order to arrange for, the holding, receipt, delivery, or other disposition of securities on its behalf or on behalf of certain third party pledgees, as agreed to by the Bank (each a “Pledgee”) and designated as a Safekeeping Account.

Section 1.14. Zero-Balance Account. “Zero-Balance Account” means a zero-balance checking account maintained by Member at the Bank and designated as a Zero-Balance Account.

## **ARTICLE 2. DEPOSIT SERVICES**

Section 2.01. Establishment. Member and the Bank agree that Member shall establish and maintain an IDEAL Way Account at the Bank. Upon Member’s completion and the Bank’s acceptance of such forms as the Bank may specify, the Bank shall assign a number to such IDEAL Way Account. Upon approval of the Bank, Member may establish additional IDEAL Way Accounts at the Bank. Each IDEAL Way Account established for Member shall be governed by the terms and conditions delineated in this Agreement, or as established by the Bank from time to time.

Section 2.02. Interest. The Bank shall pay interest on the daily collected balances of an IDEAL Way Account, at such rates as may be established in bulletins and notices published by the Bank from time to time. Such interest shall accrue daily and be credited to the IDEAL Way Account at such time as the Bank may specify from time to time.

Section 2.03. Minimum Balance. The Bank may require Member to maintain a minimum balance in any IDEAL Way Account in such an amount as the Bank may specify from time to time.

Section 2.04. Deposits. Subject to the terms of this Agreement, and to final approval by the Bank, the Bank will post deposits to the appropriate IDEAL Way Account, provided that, as to any such deposit, the Bank reserves the right to charge back the amount of the deposit, or any portion thereof, if the deposit, or any portion thereof is not finally paid. Additionally, the Bank may adjust the amount of a deposit if such deposit is credited incorrectly, regardless of the reason for the incorrect posting or the time that has elapsed since the original posting. The Bank, in its sole discretion, may delay crediting Member’s IDEAL Way Accounts in an amount sufficient to cover the amount of any deposits which have not yet finally been paid.

Section 2.05. Set-off, Security Agreement, and Debit Authorization. To secure any and all indebtedness or liability of Member to the Bank, however and whenever incurred or evidenced, whether direct or indirect, Member hereby irrevocably assigns, transfers, and pledges to the Bank a security interest in all balances, credits, deposits, moneys, and drafts now or hereafter in any IDEAL Way Account maintained at the Bank for Member. The Bank is authorized to debit such IDEAL Way Account from time to time in an aggregate amount equal to all amounts then due and payable to the Bank by Member hereunder or under any other agreement, in existence now or hereafter, between Bank and Member. Such amounts may include, but are not limited to, amounts for demand transactions; amounts charged to the Bank by Federal Reserve Banks, clearinghouses or financial institutions for clearing items; fees and charges for the provision of services to Member by the Bank; and interest or any other charges payable to the Bank on outstanding advances or other credit extended to Member. In debiting the IDEAL Way Account of Member, the Bank may, in its sole discretion, give priority to amounts owed by Member to the Bank over amounts due and payable to any third party. In the event that Member maintains more than one IDEAL Way Account, all amounts to be debited hereunder will be debited to Member’s primary IDEAL Way Account, as recognized by the Bank, or such other account as designated by the Member. Notwithstanding the foregoing, however, if the amount to be debited exceeds the amount available in such account, the Bank may debit any of Member’s IDEAL Way Accounts, in any order, at the Bank’s sole discretion, and, to this extent such IDEAL Way Accounts shall be subject to netting for account management purposes and for the purposes of this Agreement.

Section 2.06. Overdrafts, Line of Credit. If at any time, Member has a net negative collected balance in an IDEAL Way Account, the Bank is authorized to assess

an overdraft charge and interest fee in such amounts as may be established by the Bank from time to time. The Bank may, at any time, notify Member of such overdraft and require Member to immediately deposit funds in the requisite account in an amount sufficient to restore a positive balance by the close of that banking day. If Member fails to comply with such requirement, the Bank shall have the discretion to debit any other IDEAL Way Account of Member to cover all or part of the overdraft, including any charges or interest due thereon. Alternatively, at the Bank's sole discretion, Member may be deemed to have applied for an advance from the Bank, in such increments as the Bank may prescribe, in an amount sufficient to cover the overdraft and any charges or interest due thereon. If the Bank, in its sole discretion, elects to approve and fund such application, such advances shall be subject to all of the terms and conditions of the standard forms then in use for advances by the Bank. However, nothing in this Agreement nor any course of dealing between Member and the Bank shall create an obligation of the Bank to pay an item that would result in an overdraft.

Section 2.07. Statement of Account. The Bank or its designee shall make available to member a statement of account for each IDEAL Way Account maintained by Member at the Bank, in such form and at such intervals as the Bank may prescribe.

Section 2.08. Account Closing. The Bank may close an IDEAL Way Account, or any other account established hereunder, at any time by sending the collected balance of funds therein to Member within a period mutually determined by the Bank and Member (not to exceed ninety (90) days) after the Bank gives notice of its intent to close the account. The Bank shall not be liable for dishonoring or refusing to accept any transaction provided for in this Agreement on or after the date such notice is given. Member may close an IDEAL Way Account, or other account established hereunder, by written notice to the Bank; provided, however, that Member shall maintain at least one open IDEAL Way Account at the Bank at all times. Such notice shall instruct the Bank with respect to the disposition of the collected balance of funds or other items, as the case may be, remaining in the account, and shall not be effective until received by the Bank.

### **ARTICLE 3. TERM DEPOSITS**

Section 3.01. Form of Deposits. The Bank will accept deposits of funds from Member for such maturities, including overnight deposits, as may be requested by Member and agreed to by the Bank. Such deposits shall

receive interest at such rates as the Bank may specify from time to time.

Section 3.02. Terms and Conditions. Upon the making of a term deposit, the Bank shall provide Member with a confirmation, in such form as the Bank may specify from time to time, of the terms and conditions of the acceptance by the Bank of such term deposit. In addition to the terms detailed in such confirmation, all term deposits shall be governed by the terms and conditions delineated in this Agreement, or as established by the Bank from time to time.

Section 3.03. Early Withdrawal. In the event that Member should cause, in any manner, an early withdrawal of all or any portion of the amount in any term deposit, Member shall be subject to an early withdrawal fee in such amount as may be established by the Bank from time to time.

### **ARTICLE 4. INTENTIONALLY OMITTED.**

### **ARTICLE 5. CUSTODIAL MORTGAGE ACCOUNT SERVICES**

Section 5.01. Establishment. Member may establish one or more Custodial Mortgage Accounts at the Bank, upon Member's completion, and the Bank's acceptance, of such forms as the Bank may specify from time to time. The Bank shall assign a number to each such Custodial Mortgage Account. Each Custodial Mortgage Account shall be governed by the terms and conditions delineated in this Agreement, set forth in any agreement among the Bank, Member, and the respective Mortgage Investor, or as established by the Bank from time to time. In the event that the terms and conditions of such sources conflict, those terms and conditions set forth in the Agreement among the Bank, Member and the respective Mortgage Investor shall control.

Section 5.02. Withdrawals. All deposits made in a Custodial Mortgage Account shall be subject to withdrawal therefrom, but only by Member or the respective Mortgage Investor for which the Member acts as servicer. The Bank is hereby authorized to pay such Mortgage Investor at any time, without penalty, upon its written demand and without prior notice to Member, the entire amount then in the Custodial Mortgage Account or any portion thereof. Moreover, if the amount so demanded exceeds the then existing balance of the respective Custodial Mortgage Account, the Bank shall pay such excess amount and Member shall automatically be liable for such overdraft plus any applicable fees and interest.

Section 5.03. Interest. The Bank shall credit to Member's primary IDEAL Way Account an amount equal to interest on the daily collected balances of the

Custodial Mortgage Account of Member at such rates as may be established in bulletins and notices published by the Bank from time to time. Such interest shall accrue daily and be credited in such manner and at such time as the Bank may specify from time to time.

Section 5.04. Ownership. Notwithstanding section 5.03 of this Agreement, all deposits made in a Custodial Mortgage Account shall not be deemed to be the property of Member. Member is to act with respect to such deposits solely as a fiduciary.

Section 5.05. Statement of Account. The Bank or its designee shall forward to Member a statement of account for each Custodial Mortgage Account maintained by Member at the Bank, in such form and at such intervals as the Bank may prescribe from time to time.

## **ARTICLE 6. FEDERAL RESERVE ACCOUNT SERVICES**

Section 6.01. Federal Reserve Bank Settlement. Member may elect to have certain Federal Reserve Bank transactions settled through the Bank's Federal Reserve Bank account for debit or credit to its IDEAL Way Account. The types of transactions eligible to be processed in the foregoing manner shall be designated by the Bank from time to time. Member may elect to receive settlement services for any combination, or all, of such types of transactions. In the event that such a service is elected, the Bank shall coordinate all settlement documentation with the Federal Reserve Bank, monitor all such transactions, and process any adjustments. All such settlement services shall be governed by the terms and conditions delineated in this Agreement, set forth in any applicable Federal Reserve Bank Operating Circular, or as established by the Bank from time to time.

Section 6.02. Federal Reserve Bank Advances. Upon the completion, by Member and the Bank, of such forms as the Federal Reserve Bank may specify, Member may apply to receive Federal Reserve Bank advances through the Bank's Federal Reserve Bank account. Such Federal Reserve Bank advances, and the relationship of the parties relating thereto, shall be governed by the terms and conditions delineated in this Agreement, set forth in any applicable Federal Reserve Bank Operating Circular, or as established by the Bank from time to time.

Section 6.03. Notice. Member shall give notice to the Bank, in such manner as the Bank may prescribe, before applying for any advance under Section 6.02 of this Agreement.

## **ARTICLE 7. SAFEKEEPING SERVICES**

Section 7.01. Establishment. Upon Member's completion, and the Bank's acceptance, of such forms as the Bank may specify from time to time, Member may establish one or more Safekeeping Accounts for its own benefit or for the benefit of certain third-party pledgees (each a "Pledgee"). The Bank shall assign a number to each such Safekeeping Account.

Section 7.02. Use of Designees. In order to provide the safekeeping services hereunder, the Bank may designate one or more commercial banks, trust companies, or other financial institutions to provide such services or to retain physical custody of such securities on behalf of Member, or a Pledgee, as applicable (each a "Designee"). Moreover, the Bank or its Designee may also refer any order hereunder to buy, sell or exchange securities to any broker or sub-agent of its choice. The Bank shall have no liability or responsibility whatsoever for any error, neglect or default of any such designee, broker or sub-agent, unless the Bank is negligent in such referral.

Section 7.03. Segregation of Assets/Statement of Account. The Bank will segregate, and identify on its books as belonging to Member, all securities maintained and indicate whether such securities have been pledged to a third party. The Bank shall forward to Member a statement of account for each Safekeeping Account maintained by Member at the Bank, in such form and at such intervals as the Bank may prescribe from time to time.

Section 7.04. Receipt, Delivery and Disposal of Securities. The Bank or its Designee shall receive or deliver securities and credit or debit the Member's Safekeeping Account, in accordance with properly authorized instructions. The Bank or its Designee shall also receive in custody all stock dividends, rights and similar securities issued in connection with securities held hereunder, shall surrender for payment, in a timely manner, all items maturing or called for redemption and shall take such other action as the Member or Pledgee may direct in properly authorized instructions. If an instruction identifies any security by both a CUSIP (or any other identifying number) and a description and the CUSIP (or other identifying number) identifies a different security than the description, the Bank may rely solely on the CUSIP (or other identifying number).

Section 7.05. Registration of Securities. Securities held hereunder may be registered in the name of the Bank or its designee or a nominee of the Bank or any such authorized entity, and Member shall be informed upon request of all such registrations. Securities in registered form will be transferred upon request of the Member into such names or registrations as it may specify in properly authorized instructions and, upon

receipt of the newly registered securities, the Bank shall return such securities to the Member.

Section 7.06. Trading Services. The Bank may, in its sole discretion, allow Member, from time to time, to place orders with the Bank to buy, sell or exchange securities. In such case, the Bank will execute on behalf of, and as agent for, Member such trades as Member shall request, in accordance with procedures established by the Bank from time to time. With respect to all such purchases, funds sufficient to cover all costs of settlement must be on deposit at the Bank in Member's primary IDEAL Way Account or as designated by the Bank, or available under Member's IDEAL Way Account line of credit, on the date such costs are required to be paid, otherwise the Bank shall have no obligation to execute such trade. The Bank shall have no duty to supervise any such investments of the Member, or to advise or make any recommendations with respect to the purchase or sale of any securities or the investment of any funds, nor any responsibility for determining that the transaction meets any legal requirements applicable to Member or that the securities constitute a legal investment or liquid asset. The Bank shall also supply to Member confirmations of all transactions to buy or sell securities, in such manner as established by the Bank from time to time.

Section 7.07. Dividends and Proceeds. All cash received by the Bank or its Designee as interest, dividends, maturities, proceeds from transfer, and other payments for or with respect to the securities shall be deposited in the Member's primary IDEAL Way Account, unless otherwise specified by Member.

Section 7.08. Voting and Other Actions. The Bank shall transmit to Member, upon receipt, all financial reports, stockholder communications, notices, proxies and proxy soliciting materials received from issuers of securities, and all information relating to exchange or tender offers received from offerors. Proxies will be signed by the registered holder, but the manner in which the securities are to be voted will not be indicated, and sent to the Member for completion. Specific instructions regarding proxies will be provided when necessary. Neither the Bank nor its Designee shall vote any securities or authorize the voting of any securities or give any consent or take any other action with respect thereto, except as otherwise provided herein. In the event of tender offers, Member shall instruct the Bank as to the action to be taken with respect thereto, in such manner as established by the Bank from time to time. Member shall hold the Bank harmless from any adverse consequences of Member's use of any other method of transmitting relating to a tender offer.

Section 7.09. Terms and Conditions. Each Safekeeping Account and the Bank's safekeeping services shall be governed by terms and conditions delineated in this Agreement, set forth in any agreement among the Bank, Member, and a respective Pledgee, or as established by the Bank from time to time. In the event that the terms and conditions of such sources conflict, those terms and conditions set forth in any agreement among the Bank, Member and any Pledgee shall control.

## **ARTICLE 8. FUNDS TRANSFER SERVICES**

Section 8.01. Establishment. Upon Member's completion, and the Bank's acceptance, of such forms as the Bank may specify, Member may instruct the Bank to transfer Available Funds via Fedwire to a designated recipient bank account.

Section 8.02. Execution of Payment Orders. The Bank may execute each payment order received by it in the name of Member as sender, provided that Member has sufficient Available Funds and provided that the payment order: (1) is received by the Bank in the manner specified by the Bank from time to time; (2) complies with any written instructions of Member; and (3) is authorized by Member or is verified by the Bank in compliance with the applicable procedures established by the Bank from time to time.

Section 8.03. Time of Receipt of Payment Orders. The Bank, in its sole discretion, may treat any payment order received after 3:30 p.m. on a funds-transfer business day as if it were received by that hour or may treat it as if it were received at the opening of the next funds-transfer business day.

Section 8.04. Rejection of Payment Orders. If the Bank rejects or fails to execute a payment order of Member, then no later than 6:00 p.m. on the execution date of the payment order, the Bank shall notify Member of the Bank's rejection of the payment order, provided such payment order adequately identifies Member. If Member has paid for a payment order that the Bank has rejected or failed to execute, or the Bank fails to provide the requisite notice of such rejection or failure, the Bank shall reimburse Member and compensate Member for the use of those funds at a rate equal to the lesser of the existing Fed Funds rate or the interest rate on Member's IDEAL Way Account(s), net of any deposit account credit. Such compensation shall be computed based on the number of days elapsing after the execution date to the day Member receives notice that the payment order was not executed, counting the final day of the period as an elapsed day. If the withdrawable credit balance during that period falls below the amount of the order, the amount of interest will be reduced accordingly. No compensation will be due hereunder for, and to the

extent of, any funds withdrawn from the respective IDEAL Way Account on or after the execution date.

Section 8.05. Member as Beneficiary of Funds Transfer. If the Bank accepts a funds transfer for which Member is the beneficiary, the Bank shall, within one business day of the date of such acceptance, notify Member with respect to such payment order to Member, in a manner established by the Bank from time to time. Such notice will be deemed to have been received by Member on the date the Bank sends the notice. If the Bank rejects a funds transfer for which Member is the beneficiary, the Bank shall promptly notify Member of such rejection within a reasonable time by the best means available under the circumstances.

Section 8.06. Cancellation of Payment Orders. A payment order may be canceled by Member, provided the cancellation instruction is received by the Bank at a time and in a manner affording the Bank a reasonable opportunity, as determined by the Bank in its sole discretion, to act prior to the Bank's execution of the payment order.

Section 8.07. Debits and Overdrafts. The Bank may debit an IDEAL Way Account of Member for any payment order executed by the Bank pursuant to this Agreement, even if the debit creates or increases an overdraft. Any such overdraft shall be governed in accordance with Section 2.06 of this Agreement.

Section 8.08. Deference to Identifying Number. Member is hereby notified that: (1) if a beneficiary's bank identifies the beneficiary by both a name and an identifying or bank account number and the name and number identify different persons, execution of the payment order, payment to the beneficiary, or cancellation of the payment order may be made solely on the basis of the number; and (2) if a payment order of Member identifies any beneficiary by both a name and an identifying number and the number identifies a person different from the bank identified by name, any bank may rely solely on the identifying number.

Section 8.09. Responsibility for the Detection of Errors. Except as may be provided on any addendum, the Bank is not responsible for detecting any Member error contained in any payment order sent by Member to the Bank or any payment order instructions given by Member to the Bank.

Section 8.10. Governing Law. The funds transfer services hereunder, including the Bank's ability to execute, reverse, adjust, stop payment, or delay posting of an executed payment order are governed by all applicable federal law, including the regulations of the Board of Governors of the Federal Reserve System, the operating circulars of the Federal Reserve

Banks, and the laws (excluding conflicts of law or choice of law provisions) of the Commonwealth of Massachusetts, including Article 4A of the Uniform Commercial Code as in effect therein.

Section 8.11. Taxes. Member shall be responsible for all tariffs, duties, or taxes (excluding U.S. federal, state and local taxation of the income of the Bank) imposed by any government or governmental agency in connection with any payment order executed pursuant to this Agreement.

## **ARTICLE 9. ELECTRONIC ACCESS**

Section 9.01. Establishment. Member may elect to utilize the Bank's Internet Portal Services which Member may use to obtain computer-based, interactive information, communication and transaction services. The practices, instructions, procedures, and documentation requirements governing the Internet Portal Services shall be specified in the Internet Service Guide and any applicable policy or procedure established by the Bank from time to time. Member agrees that each use of the Internet Portal Services shall constitute consent to then current Internet Service Guide and any other existing applicable practices, instructions, procedures, and documentation requirements published by the Bank.

Section 9.02. Information Delays. Data regarding Member's accounts, transactions and other relationships with the Bank are updated in accordance with the Bank's policies and procedures, but are subject to delays and, therefore, should be relied upon by Member as accurate only as of the time stamp accompanying such information. If there is any ambiguity as to the relevant "accurate as of" time corresponding to any information, or if Member has any questions regarding such accuracy, Member should confirm any applicable data regarding Member's accounts or other relationships with the Bank with an authorized representative of the Bank prior to taking or forbearing from taking any action based on such information.

Section 9.03. Licensed Products. Subject to the terms and conditions of this Agreement, the Bank grants Member a non-exclusive, non-transferable, non-sublicenseable license to use the Licensed Products solely during the term of this Agreement for Member's internal use, and solely to permit access to the Internet Portal Services. Member acknowledges that the Bank and/or its licensors or service providers own all right, title and interest in and to all Licensed Products and all reproductions and derivative works thereof, including all intellectual property rights relating to the Licensed Products. Member agrees that it will not use Licensed Products in any way not expressly permitted by this

Agreement. Member shall not reproduce, copy, modify, sell, sublicense or distribute to third parties any Licensed Products, except that Member may make a reasonable number of copies of the Licensed Products for backup, archival, or disaster-recovery purposes and for use by multiple employees of Member. Member may not disclose Licensed Products, except to a financial institution regulatory agency (authorized by law or regulation to obtain such information) or to Member's auditors. Member agrees to reproduce and include, in their entirety and without alteration, any applicable copyright, trademark, and other proprietary rights notice, including those that may be displayed in electronic form. The license granted herein shall be subject to the terms and conditions of any applicable third-party agreement into which Bank has entered. Member agrees that it will not, and will not permit its employees, to download, access, translate, reverse engineer, decompile, reverse compile, disassemble, or make derivative works from any Licensed Product, except as specifically provided herein. Member agrees to destroy or return, at the Bank's sole discretion, all Licensed Products, together with any copies, promptly upon the earlier of termination of this Agreement or when no longer needed for use.

Section 9.04. No Warranties. Although the Bank attempts to provide accurate data through the Internet Portal Services, the Bank makes no representation, endorsement, or warranty that such data are accurate, valid or complete, or that the data are suitable for any particular purpose. THE INTERNET PORTAL SERVICES AND THE LICENSED PRODUCTS ARE PROVIDED "AS IS" AND THE BANK MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, WITH RESPECT TO ANY INTERNET PORTAL SERVICES OR ANY LICENSED PRODUCTS PROVIDED HEREIN.

Section 9.05. Member Responsibilities. The Member shall exercise reasonable care in its use of Internet Portal Services and shall be liable to the Bank for any and all claims, expenses, judgments, liabilities, damages, or losses, including reasonable attorneys' fees and expenses, that the Bank may incur arising from the Member's failure to exercise reasonable care, from the Member's breach of this Agreement, the procedures and terms set forth in the Internet Service Guide, and any applicable policy or procedure or from any action, inaction or omission of Member relating to any Internet Portal Service, except to the extent such losses are caused directly by the negligence or willful misconduct of the Bank. The Member shall be solely responsible

for the accuracy and adequacy of the data that it transmits through the Internet Portal Services. The Bank shall incur no liability, to the Member or otherwise, as a result of any action by the Bank in accordance with instructions on which the Bank in good faith believes it is authorized to rely pursuant to the terms of this Agreement, the Internet Service Guide, or any applicable policy or procedure. It is expressly agreed that the Bank may reject any orders or instructions that are not properly prepared or submitted.

Section 9.06. Security. Prior to using any particular Internet Portal Service, Member shall assess its security needs relevant to that Internet Portal Service and implement appropriate safeguards. Member from time to time shall assess the adequacy and effectiveness of its security procedures in regard to the use of Internet Portal Services and make such changes in its procedures as are appropriate in response to such assessment. Notwithstanding any other provision of this Agreement, in the event of a breach of security arising out of Member's action, inaction, or omission, Member will remain solely liable for any unauthorized use of the Internet Portal Services. Member agrees to comply with all security procedures published by the Bank, from time to time in the Internet Service Guide and any applicable policy or procedure, such as the Bank's Control Standards for Members. Such security procedures may include, but are not limited to, the use of passwords, user identification cards, digital certificates, test keys, and other physical and electronic devices, e.g., tokens, biometrics, and certificates used in connection with the member's use of the Internet Portal Services (each a "User ID"). Member agrees that it will control and manage all access to and use of the Internet Portal Services by Member, including, without limitation, implementing reasonable security measures to prevent unauthorized persons from obtaining User IDs. Such procedures shall include those security procedures enumerated in the Internet Service Guide or the Bank's Control Standards for Members. Under no circumstances shall Member or its employees disclose a password to the Bank, a Bank employee, or any individual purporting to be a Bank employee. Member shall be liable for any loss arising in connection with such a disclosure. Member shall notify the Bank immediately if Member becomes aware of (i) the loss or compromise of a User ID, (ii) any unauthorized use of a User ID, (iii) any inaccuracies in Member's information available through a Internet Portal Service, or (iv) any other activity in regard to the Internet Portal Services that Member considers to be suspicious or irregular. Member is solely responsible for maintaining the confidentiality of User IDs and is solely liable for any losses or damages resulting from its or any of its employees' or agents' disclosure of any User ID and

any unauthorized access to the Internet Portal Services using User IDs assigned by the Member. Member shall be responsible for all actions taken on or with respect to the Internet Portal Services using User IDs. Member represents, warrants, and covenants that each of its employees who uses the Internet Portal Services shall use only the services that Member has expressly authorized (and only to the extent authorized) the employee to use in the relevant User Authorizations then in effect. Member further represents, warrants, and covenants that none of its employees will use another employee's User ID. The Bank may rely upon any communication or transaction made or purported to be made by an individual who is so authorized on the relevant User Authorizations then in effect. Notwithstanding the security procedures described above and those set forth in the Internet Service Guide or the Bank's Control Standards for Members and any applicable policy or procedure, there is a possibility that unauthorized third parties may access information transmitted or received by Member pursuant to the Internet Portal Services. Member agrees that the Bank's action in conformity with the security procedures as referenced herein shall constitute the exercise of reasonable care by the Bank.

Section 9.07. Costs. Member is solely responsible for maintaining communications and other equipment required in order for the Member to access or otherwise utilize the Internet Portal Services. Member is responsible for all third-party charges in connection with the Member's use of the Internet Portal Services, including any taxes or fees.

Section 9.08. Member Usage. Member agrees that it will ensure that all individuals given access to the Internet Portal Services do not (i) submit, post, upload, or otherwise transmit any content that: (i) is defamatory, libelous, abusive, tortious, harassing, vulgar, obscene, or otherwise indecent; (ii) infringes or otherwise violates the rights of any third party, including without limitation privacy rights and proprietary rights; (iii) contains viruses, corrupted files, or any similar software or programs that may damage the operation of another's computer; or (iv) violates any applicable federal, state, local or foreign law, regulation or court decision or regulatory or judicial order.

Section 9.09. Suspension or Termination. The Bank may terminate or suspend Member's access to any or all Internet Portal Services at any time, in its sole discretion, for any reason, and without prior notice to Member. In addition, the Bank, in its sole discretion, may, at any time, eliminate or suspend some or all of the Internet Portal Services, modify them or add additional services.

## **ARTICLE 10. STANDARD OF CARE AND LIABILITY**

Section 10.01. Standard of Care. The Bank shall exercise ordinary care in providing any Correspondent Services under this Agreement. If the Bank acts with ordinary care, it shall have no liability to Member, and Member will indemnify, defend and hold harmless the Bank against any loss or cost, including, but not limited to, attorneys' fees, arising from Bank's provision of services hereunder. In particular, the Bank will be deemed to have exercised ordinary care if its action or failure to act has been in conformity with the Bank's prescribed procedures. Furthermore, the Bank will be deemed to have exercised ordinary care where Member's failure to examine reports or confirmations provided to it and to notify the Bank of any discrepancies, within time periods specified by the Bank from time to time, contributed to the loss or cost at issue; and the Bank shall not be liable for a loss or cost to the extent that such loss or cost arises out of an act or omission, whether or not authorized, of an employee, agent or contractor of Member.

Section 10.02. Indemnification Against Third-Party Claims. Member shall indemnify the Bank and hold the Bank harmless from any cost, liability, or expense (including reasonable attorneys' fees of the Bank) arising out of any claim by a third party alleging that any action taken by the Bank hereunder on behalf of Member contravenes or compromises the right, title, or interest of any third party, or contravenes any law, rule, regulation, ordinance, court order, or other mandate or prohibition with the force or effect of law, unless such third-party claim arises out of the Bank's failure to exercise ordinary care, failure to act in good faith, or failure to act in accordance with the Member's valid and effective instructions given pursuant to this Agreement.

Section 10.03. Illegal Activity. Member shall indemnify and hold the Bank harmless, unconditionally and without limitation, from any cost, liability, or expense whatsoever and however arising out of, or related to, any use of any Correspondent Service by Member to engage, intentionally or unintentionally, in any illegal activity, including, but not limited to, any regulations promulgated by the Office of Foreign Assets Control.

Section 10.04. Damages. The Bank's liability to Member for any claim by Member involving Correspondent Services provided under this Agreement shall be limited to actual damages incurred by Member and shall not include consequential, special, punitive or other damages. Furthermore, under no circumstances shall Member be entitled to recover damages in excess of: (1) the face amount of any transaction at issue, for



damages directly relating to the Bank improper execution or failure to execute a transaction; or (2) the aggregate amount of fees paid by Member to the Bank for Correspondent Services over the preceding three (3) months, for damages unrelated to a transaction executed or not executed.

Section 10.05. Force Majeure. The Bank shall not be liable for any failure to perform properly its obligations under this Agreement when such failure arises from causes beyond its control, including, without limitation, war, insurrection, weather or any other act of God, accident, equipment failure, system failure, labor dispute, or the failure of any third party to provide services or products used in connection with the execution of the Bank's obligation at issue.

## **ARTICLE 11. LEGAL ISSUES**

Section 11.01. Governing Law. This Agreement shall be governed by the Federal Home Loan Bank Act; the rules, regulations, guidelines, and statements of policy of the Federal Housing Finance Agency, or any successor thereto, and the Board of Governors of the Federal Reserve; and any applicable rules of any clearinghouse utilized in handling the transfer of transactions hereunder. Furthermore, except to the extent inconsistent with the terms herein, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without giving effect to the choice of law principles therein. Such other law or authority shall govern specific provisions of this Agreement as explicitly specified therein.

Section 11.02. Jurisdiction. Member hereby agrees that any action or proceeding arising out of the performance or nonperformance of any obligation under this Agreement shall be resolved by the United States District Court, District of Massachusetts, or, if such action may not be initiated or maintained in said court, by an appropriate authority in the Commonwealth of Massachusetts. To that end, all services performed under this Agreement shall be deemed to be performed in the Commonwealth of Massachusetts and Member hereby consents to personal jurisdiction therein. **THE BANK AND MEMBER EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

Section 11.03. Attorneys' Fees. Member hereby agrees that if any action or proceeding, arising out of this Agreement or any services thereunder, is brought by it against the Bank and relief in favor of the Member is not ultimately granted by the final decision, after any and all appeals, of a court of competent jurisdiction, Member shall pay all costs and attorneys' fees incurred by the Bank in connection therewith.

Section 11.04. Enforceability. The provisions of this Agreement shall be severable, and should any provision be held to be illegal, unenforceable, or void, the remaining provisions shall continue in full force and effect without impairment.

Section 11.05. Waiver. The waiver by either the Bank or Member of any right under this Agreement shall not be deemed a waiver of any other such right. Furthermore, the failure to exercise any right or privilege under this Agreement shall not be deemed a waiver of such right or privilege.

Section 11.06. Entire Agreement. This Agreement and all matters incorporated herein by reference embody the entire agreement and understanding between the Bank and Member relating to the subject matter hereof and supersede all prior agreements, whether written or oral, which relate to such subject matter.

Section 11.07. Amendments. The provisions of this Agreement may be amended only by a written agreement signed by both parties.

Section 11.08. Termination. This Agreement shall continue until the expiration of a winding-up period commencing upon the receipt by either the Bank or Member of written notice of termination from the other party. The length of such winding-up period shall be mutually determined by the Bank and Member, but under no circumstances shall such period exceed ninety (90) days.

Section 11.09. Service of Process. If the Bank receives any process, summons, order, injunction, execution, restraint, writ, attachment, lien, or notice (each hereinafter referred to as "process"), which in the opinion of the Bank affects any account established under this Agreement, the Bank may, at its option and without liability, thereupon refuse to honor or to accept any transaction provided for in this Agreement and may hold the collected balances in such account until the process is disposed of or pay the collected balances to the source of such process. The Bank shall promptly notify Member of any such process received.

## **ARTICLE 12. MISCELLANEOUS**

Section 12.01. No Guaranty of Services. The execution of this Agreement does not automatically entitle Member to the provision of any services contemplated hereunder nor does the Bank's provision of any particular Correspondent Service entitle Member to the provision of any other types of Correspondent Services.

Section 12.02. No Transfers or Assignments. Member shall have no power to transfer or assign any rights or obligations hereunder.

Section 12.03. Use of Agents or Designees. The Bank may use agents or designees to perform any of its obligations under this Agreement.

Section 12.04. Fees. All services and products received by Member under this Agreement shall be subject to such fees as the Bank may specify from time to time. Member agrees to pay, and authorizes the Bank to debit its IDEAL Way Account(s) for, the charges to which the Bank is entitled for providing the services hereunder as are specified in the Bank's fee schedules, as published from time to time. The Bank may change its fee schedules at any time with any changes to become effective on the date specified in a written notice sent to Member at least thirty (30) days prior to the effective date of such changes together with the fee schedules specified in such written notice.

Section 12.05. Costs. Each Party shall bear its own costs and expenses in connection with the use or provision of the services contemplated by this Agreement. The foregoing shall not, in any way, limit the ability of the Bank to charge fees pursuant to Section 12.04.

Section 12.06. Notices, Statements Instructions and Communications. All notices, statements, instructions and communications provided by the Bank in connection with this Agreement shall be made in a manner, established by the Bank from time to time. Except as expressly established by the Bank from time to time, all remittances, reports, statements, items, checks, notices, and other communications and writings given by the Bank to Member in connection with this Agreement shall be deemed to be received when sent by the Bank or posted on the Internet and accessible to Member via the Internet Portal Services. All checks, correspondence, notices, communications, instructions, items, orders and writings given by Member to the Bank in connection with this Agreement shall be deemed to be received upon actual receipt by the Bank.

Section 12.07. Notice of Discrepancies. Failure by Member to give notice to the Bank of any alleged dispute or defect in any notice, confirmation, advice or statement provided hereunder by the Bank, in written or electronic form, within a period, specified in the Bank, of the receipt thereof shall constitute acknowledgment of agreement with the terms and conditions set forth therein. Member must notify the Bank of the amount and nature of any discrepancy between Member's records and the Bank's records within a reasonable time, not to exceed three business days, of the receipt of any notice, confirmation, advice or statement reflecting such discrepancy. Such notification by Member must be made in a manner established by the Bank from time to time. The Bank shall not be liable for any interest on the amount of a payment order or

item that was not authorized or was erroneously executed or paid unless Member timely notifies the Bank and the Bank acknowledges such notification.

Section 12.08. User Authorizations. When determining whether a particular individual is authorized to take a particular action relating to any Correspondent Service, the Bank may rely upon any User Authorizations then in effect, without inquiry or further authorization, even where an action may appear to benefit the person directing the action. It shall be Member's sole responsibility to amend its User Authorizations as necessary, by delivering to the Bank a new applicable, fully executed User Authorization (an "Amending User Authorization"), whenever Member elects to add, modify, or delete authorization relating to any individual. The Bank shall bear no liability for any loss arising out of the Bank's providing access to, or use of, any Correspondent Service to an individual if the most recent relevant User Authorization then in effect authorizes such access. An Amending User Authorization is not effective until Member receives a confirmation from the Bank that the Amending User Authorization has been received and accepted by the Bank. Notwithstanding the foregoing, Member may orally instruct the Bank to remove an individual's authorization, in a manner as determined by the Bank from time to time, and such removal shall be effective upon the Bank's receipt of such oral instruction, provided Member confirms such oral instruction by submitting an Amending User Authorization reflecting the removal as soon as practical thereafter.

Section 12.09. Business Days and Times. All business days and times referenced in this Agreement shall be calculated in accordance with the business days and local times in Boston, Massachusetts.

Section 12.10. Recording. The Bank and Member each hereby consents to the recording, by the other party, of any telephonic instructions or discussions with respect to this Agreement or matters thereunder. Neither the Bank nor the Member, however, shall at any time be required to record such instructions or discussions.

Section 12.11. Nonpublic Personal Information. If "nonpublic personal information" (as that term is defined under the Gramm-Leach-Bliley Act, and various federal regulations promulgated thereunder) is disclosed to the Bank by Member pursuant to 12 C.F.R. §§ 40.13, 216.13, 332.13, 573.13 or 16 C.F.R. § 313.13, the Bank will not disclose or use such information except in the ordinary course of business of performing services on behalf of Member including use under 16 C.F.R. § 313.14 or 313.15. In all other cases, the Bank will not disclose or use such nonpublic personal information, except as permitted by 16 C.F.R. § 313.11. The Bank will maintain appropriate

administrative, technical, and physical safeguards, reasonably designed to: (i) maintain the security and confidentiality of any nonpublic personal information in its possession or control; (ii) protect against anticipated threats or hazards to the security or integrity of such information; and (iii) prevent unauthorized access to or use of such information that could result in substantial harm or inconvenience.

Section 12.12. Confidentiality. The parties acknowledge and agree that proprietary or nonpublic information disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) directly or indirectly, which information is marked as “proprietary” or “confidential” in the case of the information in a tangible medium, or, if disclosed orally, is designated as confidential or proprietary at the time of disclosure, constitutes the confidential and proprietary information (“Confidential Information”) of the Disclosing Party. The Receiving Party shall retain in confidence and not disclose to any third party any Confidential Information of the Disclosing Party without the Disclosing Party’s express written consent or as otherwise permitted under this Agreement, and the Receiving Party shall not use such Confidential Information, except to exercise its rights and perform its obligations under this Agreement. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice of each such request so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive the Receiving Party’s compliance with the provisions of this section, and the Receiving Party will cooperate with the Disclosing Party to obtain such protective order or other remedy. In the event that such protective order or other remedy is not obtained or that the Disclosing Party grants a waiver hereunder, the Receiving Party may furnish only that portion of the Confidential Information which it is legally compelled to disclose and will use its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished. Notwithstanding any other provision of this section, a receiving party may disclose Confidential Information to any financial institution regulatory authority authorized by law or regulation to obtain such information (to the extent authorized).

Notwithstanding the foregoing, Confidential Information will not include information to the extent that, in each case, it is demonstrated by written documentation that such information:

- (a) Was already known by the Receiving Party, to the extent such information was so known by the Receiving Party without an obligation of confidentiality, at the time of disclosure hereunder;
- (b) Was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party hereunder;
- (c) Became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of this Agreement; or
- (d) Was subsequently lawfully disclosed to the Receiving Party by a person other than a party or developed by the Receiving Party without reference to any information or materials disclosed by the Disclosing Party.

Member acknowledges that disclosure of Bank’s Confidential Information can cause irreparable harm to the Bank for which Bank may have no adequate remedy at law and, accordingly, agrees that, in addition to other relief, the Bank may seek immediate injunctive and other equitable relief without necessity of showing actual money damages. Member further agrees that, if it becomes aware of any breach of this section, it will promptly notify the Bank regarding such breach and take reasonable action to recover the Confidential Information or any part thereof.

Section 12.13. Additional Products and Services. The Bank may offer additional products and services from time to time that relate to the subject matter of this Agreement. Member agrees that it shall execute such agreements and forms as the Bank may prescribe relating to such products and services that Member seeks to receive. The terms and conditions of this Agreement shall apply to such products and services, unless the terms of any respective agreement or form are inconsistent herewith, in which event such inconsistent terms and conditions shall control.

Section 12.14. Counterparts. This Agreement, and any amendments, waivers, consents or supplements related hereto, may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts taken together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of a signature page to, or an executed counterpart of, this Agreement (or any amendment, waiver, consent or supplement related hereto) by facsimile, email transmission of a scanned image, or other electronic

means, shall be effective as delivery of an originally executed counterpart. For the avoidance of doubt, the words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, Electronic Signatures in Global and National Commerce Act or any other similar state laws based on the Uniform Electronic Transactions Act,

and the parties hereto hereby waive any objection to the contrary.

Section 12.15. Authority of Member. Member hereby represents and warrants that it has full corporate power and authority and has received all necessary corporate and governmental authorizations and approvals, to enter into and perform its obligations under this Agreement.

Section 12.16. Official Record. Member further agrees to maintain this Agreement continuously from the time of its execution as an official record of the Member.

IN WITNESS WHEREOF, the Bank and Member, each acting through its respective authorized representative(s), have caused this Agreement to be signed in their names and delivered as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

MEMBER

FEDERAL HOME LOAN BANK OF BOSTON

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)