

# **Everything you need to know about your new business account.**

## **Welcome to Liberty Bank.**

Here are details about your new account with us. Keep this in a handy place to refer to if you have questions. Or, as always feel free to stop in a branch, visit us online at [liberty-bank.com](https://liberty-bank.com) or give us a call at 888-570-0773.



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## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), tax identification number, and other information that will allow us to identify you. We may require you to produce your driver's license (for individuals) or other identifying documents. We require all customers and non-customers to provide proper identification when conducting any transaction at its retail branch locations. We may require a tax identification number, a driver's license or other government issued document, occupation, or other information that will allow us to identify the person conducting the transaction. This requirement applies whether the individual conducting the transaction has an account relationship with Liberty Bank or not.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate Schedule of Fees and Charges. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the State of (including Article 4A of the Uniform Commercial Code as enacted in the State of Connecticut) and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean Liberty Bank and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. For individuals with view only access to an account, this Agreement will apply to them as dictated by context. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the Schedule of Fees and Charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as these charges are accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash and electronic deposits, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim

of alteration, encoding error, counterfeit official check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond its midnight deadline. We may allow you to use funds even if those funds are only provisionally credited to your account, in accordance with our funds availability schedule located elsewhere in this document. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars, other fees may apply. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you are not present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. We do not accept third party checks or drafts for deposit.

**WITHDRAWALS** - Generally, unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account's available balance at any time. Each of you (until we receive written notice to the contrary and have had sufficient time to act on such notice) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check. We will not be liable to you or a third party if we honor a postdated check drawn on your account.

**Checks and withdrawal rules** - You bear all responsibility for check stock that does not meet the standards of our processors. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider an official check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash. We reserve the right to pay any withdrawals by check instead of cash. If you require a large cash withdrawal, you may need to provide the branch location advanced notice. We reserve the right to refuse any cash requests for any reason. You may be required to provide additional information when making a large cash withdrawal.

**Electronic check conversion and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. We use automated systems in the processing of checks in order to handle a high volume of items at the lowest cost to you. You agree that, to the extent that such systems are comparable to those used in general banking practice, their use will constitute ordinary care, and we will not be liable to you for forgeries or alterations not detected by such systems. Further, we will not be liable to you or to any third party for losses due to a forgery or alteration that a reasonable bank could not have detected with commercially reasonable and general banking practice, or for forged or altered checks if the forgery or alteration resulted from your negligence. Please note that when a check is converted to an electronic check, a merchant may present that check up to three times if it is returned to the merchant unpaid due to insufficient funds. We will treat each submission as a separate item.

**Notice of withdrawal** - We reserve the right to require no less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. The law requires us to reserve this right, but it is not our general policy to use it. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See the Schedule of Fees and Charges for early withdrawal penalties.

**UNDERSTANDING AND AVOIDING OVERDRAFTS, INSUFFICIENT FUNDS (NSF) FEES AND UNCOLLECTED FUNDS (UCF) FEES** - Generally, the information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts, insufficient funds (NSF) and uncollected funds (UCF) is important and

can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts, insufficient funds (NSF) and uncollected funds (UCF) transactions, as well as fees that may be assessed.

**Insufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a payment order you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the available balance (and there are no uncollected funds affecting your balance) in your account, and we decide not to pay the item or transaction, you agree that we reserve the right to charge you an NSF fee for returning the item or the payment order. Be aware that such an item or payment order may be presented multiple times and that we do not monitor or control the number of times an item or payment order is presented for payment. You agree that we reserve the right to charge you an NSF fee each time an item or payment order is presented if the amount of money available in your account is not sufficient to cover the item or the payment order, regardless of the number of times the item or the payment order is presented.

**Uncollected funds (UCF) fees** - If an item drafted by you (such as a check) or a payment order you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the available balance meaning you have money in your account but not all of the money on deposit is available for withdrawal, and we decide not to pay the item or payment order, we reserve the right to charge you an UCF Fee for returning the draft or payment order. You agree that we reserve the right to charge you an UCF fee each time an item or payment order is presented if the amount of money available in your account is not sufficient to cover the item or the payment order, regardless of the number of times the item or the payment order is presented.

**Overdrafts** - Generally, an overdraft takes place on an account when an item or payment order is presented for payment and there is not enough money in your available balance to pay the item or payment order in full and the item or payment order is paid. When we pay a check, ACH payment order or recurring debit card transaction, we call this "Courtesy Pay". Courtesy Pay is not a line of credit. It is a service that allows us to pay a check, ACH payment order or recurring debit card transaction that exceeds the available balance in your deposit account, subject to the limits of your Courtesy Pay. You may opt-in or opt-out of Courtesy Pay by calling 1-888- 570-0773. Courtesy Pay is not available for commercial accounts, money market, time deposits, savings, or HSA funding accounts. An item or payment order will be paid, rather than returned, if the item or payment order is less than the current amount of your maximum overdraft allowance, at the time the item or payment order is presented. A fee may be assessed regardless of whether we pay the item or payment order or the transaction is returned. Please see the section below on "balance information" to understand how we determine your available balance and your maximum overdraft allowance.

The fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. Currently, we utilize a dynamic overdraft approval system that automatically establishes the extent to which we will allow your account to be overdrawn or your "maximum overdraft allowance". The maximum overdraft allowance is based on factors that may change from time to time, including but not limited to, the age of the account, the number and amount of deposits and usage history; initial maximum overdraft allowance is set at \$100 for the first 30 days for all new accounts, is raised to \$150 from the 31st day to the 60th day and then recalculated daily; the recalculated maximum overdraft allowance may adjust upward to a maximum of \$2,500 or downward to zero (\$0); the maximum overdraft allowance is recalculated daily and can change daily without notice; customer maximum overdraft allowance may be reduced to zero due to account activity such as the number and amount of deposits and overdraft usage history. The maximum overdraft allowance can change throughout a given day. Factors that disqualify customers from continued enrollment in the Courtesy Pay service may include excessive overdraft usage and overdraft repayment patterns. We may revoke your enrollment in Courtesy Pay at any time for any reason. If you would like to know your maximum overdraft allowance, you can call and request it at 1-888-570-0773.

**Using optional account features to avoid overdrafts** - Other account services might be available to you, where we commit to paying overdrafts under certain circumstances, such as an overdraft savings account and/or an overdraft protection line of credit you have with us. Those features are used to determine whether an item will be paid or returned. In addition a savings overdraft protection account and/or an overdraft protection line of credit will avoid the imposition of an overdraft fee if your available balance and your remaining balance of such savings overdraft protection account and/or an overdraft protection line of credit, in combination, exceed the amount of the item or payment order. If an item or payment order is presented and you do not have sufficient available funds, and your current balance exceeds the amount of such item or payment order, the item or payment order will be returned. In this case your optional account feature balances are not taken into consideration when determining if we will pay an item or payment order. We reserve the right to charge a transfer fee whenever an overdraft protection line of credit and/or overdraft savings account is used to pay any portion of an item or payment order.

**Overdraft fees** - You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, Fedwire and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, contactless or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post to your account. This information is important for a number of reasons. For example, keeping track of the



checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online (using Digital Banking and/or Mobile Banking), accessing your account information by phone, or visiting one of our branches.

Your checking account has two balances: the "current" balance and the "available" balance. Both can be checked when you review your account using Digital Banking, on our Mobile Banking app, at an ATM, or inquire at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains current and available balances and how they work.

Your current balance is the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you, less payment orders that have "posted" to your account, but not payment transactions that have been authorized and are pending. Thus, while the term "current" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not appear in your current balance. For example, if you have a \$50 current balance, but you just wrote a check for \$40, then your current balance is \$50 but it does not reflect the pending check transaction. At that point, the bank's records of your current balance reflect \$50 but you know that your available balance has been reduced by \$40, to \$10. Please note that holds can be placed on funds in your account for many different reasons, and you may not be notified of every hold that is placed on funds in your account.

Your available balance is the amount of money in your account that is available for you to use. The available balance is the current balance less such items as holds placed on deposits and pending transactions (such as pending debit card purchases) that the Bank has authorized but that have not yet posted to your account. For example, assume you have a current balance of \$50 and an available balance of \$50. If you were to swipe your debit card at a merchant for a \$20 purchase, then that merchant could ask us to pre-authorize the payment. In that case, we will reduce your available balance by \$20 because once we authorize the payment, we are obligated to pay. Your current balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the merchant \$20. When the merchant submits the transaction for payment (which could be a few days later), we will release the hold, post the transaction to your account and your current balance will be reduced by \$20. Please note merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, car rental or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be considered an overdraft. You may be charged an NSF fee or overdraft fee as described in the Schedule of Fees and Charges. You may be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

We use available balance at the time a merchant requests an authorization to decide whether to authorize a transaction for payment. We use the available balance at the time transactions are posted and actually paid (not when they are necessarily made) to decide whether to charge overdraft fees. The one exception is for debit cards that run through the payment card networks. If those are authorized with a sufficient available balance, the Bank will not assess an overdraft fee if there is an insufficient available balance to pay the transaction when it posts.

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all your outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees. Please see our funds availability disclosure for information on when different types of deposits will be added to your available balance. You can ask us when you make a deposit when those funds will be part of your available balance. An item may be returned after the funds from the deposit of that item are added to your available balance. In that case, we will reverse the credit of the item and reduce your available balance. This returned item could cause an overdraft, and you may be charged an overdraft fee. We may determine the amount of available funds in your account for the purpose of

deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**Payment order of items** - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items that are paid into overdraft, or returned as UCF/NSF, and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our banking system is a "real time" system. This means that items, payment orders, ATM transactions and debit card transactions are processed as they are received, and once processed, are reflected in your available balance. Transactions occurring at our branches and at ATMs in our ATM network are received immediately. Check transactions received from other banks are generally received in a batch file. If there are multiple checks received in a batch file, they will be applied to your account in check number order. Payment and debit orders received via ACH are received in batch files and will be applied to your account as follows: credits first, then by transaction size lowest to highest.

If a check, item or transaction is presented without sufficient funds in your available balance to pay it, you may be charged an UCF, NSF or overdraft fee according to our UCF, NSF or overdraft fee policy. We will not charge you an overdraft fee if your debit-card transaction was authorized with a sufficient available balance to pay the transaction. The amounts of the overdraft, UCF, and NSF fees are disclosed in the Schedule of Fees and Charges, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it. Because stop payment orders are handled by computers, to be effective, your stop payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop payment order was oral, your stop-payment order will lapse after 14 calendar days if not confirmed in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights and defenses against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. You will be charged a fee each time you request us (orally, in writing or online) to place a stop payment order on an item and each time you renew any such request.

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth in Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender the account balance personally or by mail. Accounts with a zero balance may be closed at 60 days. Items presented for payment after the account is closed may be dishonored. We may require five business days advance written notice to close your account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to maintain your account after the effective date of the change, you have agreed to the new term(s).

Liberty Bank may close your Account if we are unable to understand the purpose of the Account, the structure of the organization, the authority of the signers, the documentation provided or the general risk associated with the establishment or maintenance of the Account. We may elect not to disclose the specific reason for our action, and in certain instances, Liberty Bank may be legally prohibited from disclosing the specific reason for such actions.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to those contained elsewhere in this agreement.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to those contained elsewhere in this agreement.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

**Combined statements** - You may ask us to combine and deliver statements for multiple accounts that you own (individually or jointly or as principal) as a single unitary statement. This is typically to reduce the associated paper statement fee assessed to applicable accounts. The combined statement will be delivered, and made available, to all owners of each of the accounts whose statements are combined. We do not recommend you combine statements unless all of the owners and signers of the accounts whose statements are combined are the same. If you do request a combined statement for accounts where the owners and signers are not all of the same, you are granting permission for us to deliver, and make available, your account statement information to each owner and signer of any accounts whose statements are combined.

**NOT TRANSFERABLE OR ASSIGNABLE** - Accounts are not transferable or assignable. You may only pledge an Account to the Bank (with our prior written approval) and not to any third party.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**RIGHT OF SETOFF** - We may (without prior notice and when permitted by law) setoff the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may setoff any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. We will not be liable for the dishonor of any check when the dishonor occurs because we setoff a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**RESTRICTIVE LEGENDS OR ENDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks, unless we have agreed in writing. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.



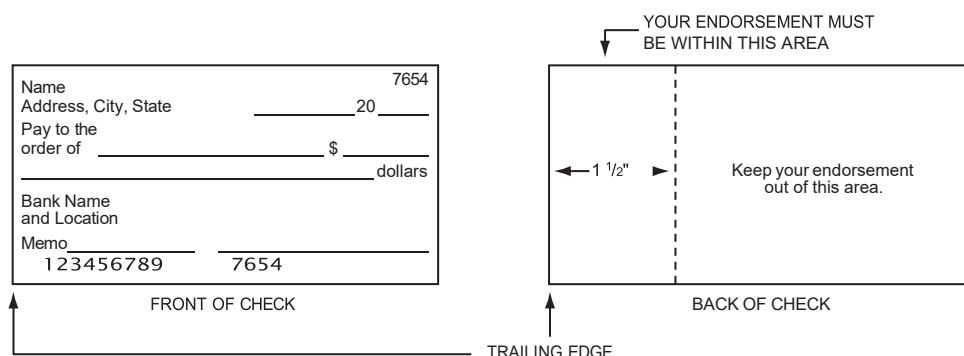
**FACSIMILE SIGNATURES** - You may choose to use a facsimile signature as a convenience to endorse documents and other items. If you use a facsimile signature or endorsement, you understand and acknowledge that we will not be able to determine whether the facsimile signature on any item is authentic or has been authorized by you. We reserve the right to reject any item drawn on your account that bears, or appears to bear, a signature or endorsement made by the use of a facsimile stamp, machine or any method other than an original hand written signature or endorsement, whether or not genuine. If we accept an item signed or endorsed with a facsimile signature, you are authorizing us to accept the facsimile signature of any authorized signer designated by you in writing on any check, draft, order or any other document. We may debit any of your accounts in the amount of each payment that we make in reliance upon any such facsimile signature and/or reproduction thereof. We will not be liable to you or to any third party if use of the facsimile signature device (or similar device utilized to affix your signature) was unauthorized. We will not be liable and you will assume all liability for any losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury that you or any third party may incur in connection with the use or reproduction of a facsimile signature or endorsement (whether or not authorized). You agree to indemnify, defend and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, cost, expenses or other harm or injury that we may incur or suffer or that may be asserted by any person with respect to any use or misuse of a facsimile signature of any authorized signer on any check, draft or other order drawn on your account or any other document, or any payment that we make in reliance upon any such facsimile signature and/or reproduction thereof. You shall be solely responsible for maintaining security over any device used to affix or apply facsimile signatures.

**CHECK CASHING** - We reserve the right to charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a biometric indicator.

**ENDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) or special endorsement must fall within 1½" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1½" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to deposited personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. You agree to indemnify and hold us harmless from any claims, losses, expenses, costs, damages, or liabilities arising out of or relating to the actions of a fiduciary. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand

that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including procuring of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided in the Schedule of Fees and Charges may specify additional fees that we may charge for certain legal actions and our complying with legal orders.

**ACCOUNT SECURITY** - Duty to protect account information and methods of access - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay, dual controls, or commercially reasonable security procedures. The positive pay service can help detect and prevent check and ACH fraud; positive pay is available and recommended for all business account holders.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Access devices** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized, but only after we have had a reasonable opportunity to act on that knowledge. Please review the additional information you have received or will receive regarding transfers by access device.

**Blank checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - Subject to Federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account(s), and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service

or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove from your profile any of the telephone numbers or email addresses at any time using any reasonable means to notify us. You are required to notify us or remove a number from your profile if it is no longer associated with you.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card, automated clearing house transfer, or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. We will not be liable if there was a delay in notifying us, and we could have recouped or prevented the loss if there had not been a delay.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal, or if we close the account for cause, such as for suspected violation of law. See your notice of penalty for early withdrawals for additional information.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made by the account holders using Digital Banking, in Branch or contacting the Customer Service Center. We will make such change after we receive the notice and a reasonable time to act on it. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (preventing payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest including as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons. In the event of a dispute over the ownership of funds on deposit, we reserve the right to tender the funds to a court of law to resolve such dispute, and costs will be taken from the amounts in dispute, if the costs exceed the amount in dispute, other assets may be subject to our right of setoff.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we are not obligated to notify you unless required by Regulation CC or other law.

**FUNDS TRANSFERS (ACH & WIRES)** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the State of Connecticut. If you originate a funds transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. We will not send notice of ACH transactions posted to your Account, other than as recorded on your periodic statement. Please note that a merchant may present an ACH multiple times if it is returned to the merchant unpaid. We will treat each submission as a separate payment order. (This section does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic funds transfer as defined in EFTA.)

**Funds transfer** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed upon the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment

order in person, through Digital Banking services, or by other means we mutually agree upon but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

**Authorized account** - An authorized account is a deposit account you have with us that you have designated as a source of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you any interest as restitution.

**Cutoff time** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of the next business day.

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the business day we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security procedure** - As may be described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen. Additionally, if you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that would have been detected, or avoided by use of the security procedure you refused.

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your payment order.

**Identifying number** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

**Record of oral or telephone orders** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**Notice of credit** - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional credit** - You agree to be bound by the Automated Clearing House Association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

**Refund of credit** - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.



**Amendment of funds transfer agreement** - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**Cancellation or amendment of payment order** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we transmit the payment order. The cancellation or amendment of payment order must be received 3 days prior to the schedule date. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or non-salaried agents.

**Limit on liability** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous execution** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Objection to payment** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to screen all international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the agent are for your benefit. This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power, or by such person revoking the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the instructions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a power of attorney we reasonably believe to be valid.

**STALE-DATED CHECKS** - We are not obligated to, but may, pay a check presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**FDIC INSURANCE** - Funds on deposit with us are insured by the Federal Deposit Insurance Corporation (FDIC). The amount of insurance coverage you have depends on (a) the amount you have on deposit with us, and (b) the number of accounts you have with us that are of different "ownership." Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from becoming unclaimed funds. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest.

(There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

**LOST, DESTROYED, OR STOLEN OFFICIAL CHECKS OR MONEY ORDERS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen official checks or money orders. To assert the claim: (a) you must be the remitter (or drawer of a certified check), (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the official check or money order. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the official check or money order until the ninetieth day after the date of the official check or money order. Therefore, your claim is not enforceable until the ninetieth day after the date of the official check or money order or date of acceptance, and the conditions listed above have been met. If we have not already paid the official check or money order, on the day your claim is enforceable we become obligated to pay you the amount of the official check or money order. We will pay you in cash or issue another official check or money order.

At our option, we may pay you the amount of the official check or money order before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the official check or money order is presented after we pay your claim, and we pay the official check or money order, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**CHANGING ACCOUNT PRODUCTS** - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice. We will provide you with at least thirty (30) days advance written notice if the change will (or will likely) result in an increase in fees.

**TRANSACTIONS BY MAIL** - You may deposit checks or drafts by mail. You should endorse the item being sent through the mail with the words "For Deposit Only". You should include a deposit slip which indicates the account number you would like the deposit credited to. If you do not include a deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail.

**CHECK STORAGE AND COPIES** - You agree that you will not receive your canceled checks. We will store copies of them for a reasonable retention period. You may request copies from us in the manner we require. We reserve the right to charge for research items as disclosed in our Schedule of Fees and Charges.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated, substitute, or imaged check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**NOW ACCOUNT ORGANIZATION** - We have organized your NOW account in a nontraditional way. Your NOW account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a non-transaction subaccount (e.g., a savings subaccount). You cannot directly access the non-transaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your NOW account operates and the way a traditionally organized NOW account operates, but this organization makes us more efficient and helps to keep costs down.

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## ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

This arbitration provision is optional. If you do not wish to accept it, you must follow the instructions in the paragraph entitled "Right to Reject Arbitration Provision" below to reject arbitration. Unless you timely reject arbitration, this arbitration provision is

binding on you and us.

**Claims subject to arbitration** - Except as specified in the paragraph entitled "Claims Not Subject to Arbitration" below, **any dispute or claim** between you and us must be arbitrated if either party elects arbitration of that dispute or claim. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising or disclosures for any of our products or services);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading;
- claims relating to the retention, protection, use, or transfer of information about you or any of your accounts for any of our products or services;
- claims relating to communications with you, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages; and
- claims that may arise after the termination of this Agreement.

In this arbitration provision only, references to "we" "us", and "our" mean Liberty Bank and its parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as each of those entities' agents and employees now existing and that may exist at the time of the dispute. In this arbitration provision only, references to "you" and "your" mean the account owners, all authorized or unauthorized users or beneficiaries of the account, each of those person's assignees, heirs, trustees, agents, or other representatives, and, the account owner's parents, subsidiaries, affiliates, predecessors, successors, assigns, and each of those entities' agents and employees, now existing and that may exist at the time of the dispute. This arbitration agreement does not preclude you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against you or us on the other's behalf. Nor does this arbitration agreement preclude either you or us from exercising self-help remedies (including setoff), and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. **You and we each waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration.** This agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

**Claims not subject to arbitration** - You and we agree that the following disputes or claims cannot be arbitrated:

- claims arising from bodily injury or death;
- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration;
- claims to collect or challenge debts owed pursuant to an extension of credit under a separate agreement or note (such as a separate loan agreement, promissory note, or bank card agreement), in which case the dispute over the debt shall be governed by the dispute-resolution procedures set forth in that separate agreement or note, including any right to set-off; and
- disputes over the scope and enforceability of this arbitration provision, whether a dispute or claim can or must be brought in arbitration, or whether the paragraphs entitled "Commencing Arbitration" or "Requirement of Individual Arbitration" of this arbitration provision have been violated.

These exclusions from arbitration are intended to be interpreted narrowly. Excluded claims must be resolved by a court with jurisdiction.

**Pre-arbitration notice of disputes and informal resolution:** Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute ("Notice"). The Notice to us should be sent by certified mail to: Office of the General Counsel, Liberty Bank, 245 Long Hill Road, Middletown, Connecticut 06457 ("Notice Address"). The Notice to you will be sent to your address on file with your account. The Notice must (a) include your name and account number; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. If you have retained an attorney, please be advised that we cannot disclose information about your account to your attorney unless you have provided us with signed, written permission to do so. Accordingly, when submitting your Notice, please also provide signed written authorization for us to share your confidential account records with your attorney if necessary in resolving your claim.

After the Notice containing the required information above is received, within 45 days, either party may request a conference to discuss informal resolution of the dispute ("Informal Settlement Conference"). If timely requested, the Informal Settlement Conference will take place at a mutually agreeable time by telephone or videoconference. You and our business representative must both personally participate in a good-faith effort to resolve the dispute informally without the need to proceed with arbitration. Any counsel representing you or us also may participate. The requirement of your personal participation in an Informal Settlement Conference may be waived only if both you and we agree in writing.

Any applicable statute of limitations will be tolled during the Informal Resolution Period, which is the period between the date that a fully complete Notice is received by the other party and the later of (i) 45 days after receipt of the Notice or (ii) if an Informal Settlement Conference is timely requested, 30 days after either the request is withdrawn or the Informal Settlement Conference is completed. In addition, if a timely requested Informal Settlement Conference cannot be scheduled within 60 days of the request despite the claimant's providing written notice of at least five times during business hours on separate days during which the claimant is available, the Informal Resolution Period shall end on the 60th day.

**Commencing arbitration:** An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. A court will have authority to enforce this paragraph, including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements of the paragraph entitled "Pre-Arbitration Notice of Disputes and Informal Resolution".

**Arbitration procedure** - The arbitration will be governed by the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by the parties or by the court.) The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by writing to the Notice Address. All issues are for the arbitrator to decide, except that the court will decide any disputes over the arbitrability of claims. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different customers. Except as provided in the paragraph entitled "Requirement of Individual Arbitration" below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney's fees and costs) that a court could award under applicable law. Unless you and we agree otherwise, any arbitration hearings will take place in Middlesex County, Connecticut. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you have complied with the requirements of this paragraph and the arbitrator awards you an amount of money that exceeds the value of our last written settlement to you before the appointment of the arbitrator, then we will pay you \$500 in lieu of any smaller award. In determining whether you are entitled to the minimum \$500 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to recovery of the \$500 minimum recovery shall be resolved by the arbitrator, and must be raised within 14 days of the arbitrator's ruling on the merits.

**Arbitration fees:** The payment of all fees will be governed by the AAA Rules.

**Requirement of individual arbitration** - The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint account owners pertaining to that account), and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then that claim or request for relief shall be severed and decided by a court after all other claims and requests for relief are arbitrated.

**Future changes to arbitration provision** - Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject that change by sending us written notice within 30 days of the change to the Notice Address provided above. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this provision, as amended by any changes that you did not timely reject.

**Additional procedures for complex disputes** - If the actual damages sought by either you or us in an arbitration exceeds \$250,000 (not counting amounts sought for punitive, statutory, treble, or emotional harm damages or for attorneys' fees or costs), then the following additional procedures apply. . The dispute shall be resolved by a three-arbitrator panel, with each party choosing one arbitrator from the AAA's roster and the two party-appointed arbitrators selecting a third, who shall preside over the panel. Either party may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within 30 days of the award. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise



applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires.

**Right to reject arbitration provision** - If you do not wish to arbitrate, you have 30 days to reject this arbitration provision by sending a rejection notice to the Notice Address (Office of the General Counsel, Liberty Bank, 245 Long Hill Road, Middletown, Connecticut 06457 ("Notice Address")) by certified mail ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include your name, account number, and a statement that you are rejecting the arbitration provision in this Agreement; and (b) be received by us within 30 days after the opening of your account. If an arbitration provision has been added for the first time to the agreement for an existing account, your Rejection Notice must be postmarked on or before the effective date of that amendment to that agreement. If your Rejection Notice complies with these requirements, this arbitration provision will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. If we receive a Rejection Notice for any of your accounts, we will presume you have rejected arbitration for all of your accounts with us. Rejecting this arbitration provision will not affect your other rights or responsibilities under this Agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us.

**Military Lending Act** - If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

**Right to resort to provisional remedies preserved** - Nothing herein will be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with Legal Process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

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## LIBERTY BANK BUSINESS DEBIT CARD TERMS AND CONDITIONS

**Introduction** - These Liberty Bank Business Debit Card Terms and Conditions contain important information relating to your Liberty Bank Business Debit Card ("Card"). These terms govern the operation of this account unless varied or supplemented in writing.

**Cardholder** - "Cardholder" refers to any person authorized by you to use the Card.

**Business card purpose** - You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal or household purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for personal or household purposes. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose.

**Other information** - We own the Card issued with your account. If we request that you surrender the Card, you agree to do so immediately upon demand. We also reserve the right to refuse to offer you a Card, or to terminate the Card without notice. We reserve the right to close any or all of our ATMs without notice. There are fees associated with the use of your Card. These fees are set forth in the Schedule of Fees and Charges.

**ATM operator/network fees** - If you use an ATM not owned by us, you may be charged a fee by the ATM operator or any ATM network used, you may be charged a fee for a balance inquiry even if you do not complete a fund transfer and you may be charged a fee for a balance inquiry and a fee for a withdrawal even if these were done in the same ATM session. Certain account types are entitled to a rebate of certain fees.

**Account requirement, payment responsibility, transferability, enforceability** - The services described in this Agreement will be available to you only as long as you maintain a business checking or savings account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. No account may be transferred or assigned without our written consent. If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

**How to use the business card, security procedures** - The Card allows Cardholders to directly access the business checking or savings account. We will issue Cards and PINs to you at your request. Each Card will identify your business as well as the Cardholder.

You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. We require both a Card and a PIN to be used together to obtain cash at designated ATMs. However, you may use your Card to purchase goods or pay for services without a PIN. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder's authority as a cardholder. Transactions by a Cardholder are authorized until you instruct us to deactivate the card and we have reasonable time to act on such instructions. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and PIN. You agree to examine your receipts and periodic statements in a timely manner.

**Order of payment** - Our policy is to post and pay Card transactions in the order they are received by us. We reserve the right to pay Card transactions before checks, drafts, and other items. For information about how and when we process these different payment types, see the "Payment order of items" subsection above.

**Discretionary overdraft payments** - At our discretion, we may make a payment or honor withdrawal requests from your account that exceeds the amount of funds available in your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. Currently, we utilize a dynamic overdraft approval system that automatically establishes the extent to which we will allow your account to be overdrawn. The extent your account will be allowed to be overdrawn, or your "maximum overdraft allowance" changes over time. It can change throughout a given day, and could be zero. The maximum overdraft allowance is based on factors that may change from time to time, including but not limited to, the age of the account, the number and amount of deposits and usage history; initial maximum overdraft allowance is set at \$100 for the first 30 days for all new accounts, is raised to \$150 from the 31st day to the 60th day and then recalculated daily; the recalculated maximum overdraft allowance may adjust upward to a maximum of \$2,500 or downward to zero (\$0); the maximum overdraft allowance is recalculated daily and can change daily without notice; customer maximum overdraft allowance may be reduced to zero due to account activity such as the number and amount of deposits and overdraft usage history. The maximum overdraft allowance can change throughout a given day. Factors that disqualify customers from continued enrollment in the Courtesy Pay service include excessive overdraft usage and overdraft repayment patterns. If you would like to know your maximum overdraft allowance, you can call and request it at 1-888-570-0773. We can change our practice of paying overdrafts on your account without notice to you. This section does not apply to an overdraft protection plan you may establish with us, such as an overdraft line of credit or linked savings account. You agree that we reserve the right to charge fees for overdrafts caused by both ATM and Debit Card transactions.

### **TYPES OF TRANSACTIONS**

**LibertyLine Transfers - types of transfers** - You may access your account by telephone 24 hours at 1-800-622-6732 or 1-860-638-2999, to inquire about your account, obtain balance information, or transfer funds between your accounts.

**ATM transfers - Liberty Bank ATM, NYCE, and Cirrus Networks - types of transfers and dollar limitations** - You may access your account(s) by ATM using your ATM/Debit Card to check your account balance, deposit or withdraw funds. Some of these services may not be available at all terminals.

**Point-of-Sale transactions** - You may access your checking account with your Card to purchase goods or pay for services (in person, online, or by telephone), get cash from a merchant, if the merchant permits, or from a participating financial institution.

**Currency conversion and cross-border transaction fees** - If you initiate a transaction with your Mastercard®-branded Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

You will be charged a Cross-Border Transaction fee as reflected in the Schedule of Fees and Charges on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**Advisory against illegal use** - You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Mastercard Automatic Billing Updater Notice of Right to Opt Out** - Your Card will be automatically enrolled in the free Mastercard® Automatic Billing Updater (ABU) service. With ABU, your account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, phone us at 1-888-570-0773 or mail us notice of your intention to opt out at Liberty Bank Attention: Deposit Operations, 245 Long Hill Road, Middletown, CT 06457. You must include your name, account name, address, account number, card number, and signature. If you opt out, you may opt back in if you decide you want the Mastercard Automatic Billing Updater service in the future. You may opt in the same way(s) that you opted out.

### **FEES**

Please refer to the separate fee schedule for additional information on fees.

### **DOCUMENTATION**

**Terminal Transfers** - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal.

**Retain Copies for Your Records** - You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

**Periodic Statements** - You will get a monthly account statement from us for your checking and savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. Card transactions will be reflected in your account statement from us.

#### **FINANCIAL INSTITUTION'S LIABILITY**

**Liability for failure to make transfers.** 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, we will not be liable if:

- you do not have enough money in your account to make the transfer;
- you have an overdraft protection line of credit and the transfer would cause you to exceed your credit limit;
- an ATM does not have sufficient cash;
- a terminal or system is not working properly;
- circumstances beyond our control (such as fire or flood) prevent the transfer;
- a merchant refuses to accept your Card; or
- an ATM rejects your Card.

There may be other limitations on our liability.

#### **UNAUTHORIZED TRANSFERS**

**Additional risk associated with use of business purpose cards** - You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

**Your liability for unauthorized transfers** - You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law. Tell us AT ONCE if you believe your Card and/or PIN has been lost or stolen. Customer service can be reached by phone at 1-888-570-0773. Failure to promptly notify us could result in loss of all the money in your account (plus your maximum overdraft line of credit or overdraft capacity). If your Card and/or PIN is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing.

Your liability for transactions with your Card and/or PIN will continue until 2 business days after the day we receive such written notice. If you do not notify us within 30 days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

**Additional limits on liability** - You will not be liable for any unauthorized transactions using your Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

**Contact in event of unauthorized transfer** - If you believe your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure.

**Consequential damages** - We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

#### **ERROR RESOLUTION**

You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 30 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us within 14 days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will only re-credit your account for errors or problems as required by law.

Call or write us immediately with errors or questions about your electronic transfers at the telephone number or address listed in this disclosure. If you tell us orally, we may require your complaint or question in writing within 14 business days.

If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results within a reasonable amount of time. The exact time will depend on the specific circumstances of the error or problem.

You may ask for copies of the documents that we used in our investigation. Correspondence about your rights described in this section can be referred to:

LIBERTY BANK DEPOSIT OPERATIONS  
245 LONG HILL RD.  
MIDDLETOWN, CT 06457  
Business Days: Monday through Friday Excluding Federal Holidays  
Phone: 1-888-570-0773

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## **YOUR ABILITY TO WITHDRAW FUNDS**

This policy statement applies to all deposit accounts.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Generally, cash and electronic deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 4:30 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 4:30 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Funds from deposits of cash will be available immediately.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### **LONGER DELAYS MAY APPLY**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the sixth business day after the day of your deposit.



## SPECIFIC ACCOUNT DETAILS

### Checking and Savings Accounts

For the interest-bearing checking and savings products listed below, the following information applies:

**Rate Information:** Your interest rate and annual percentage yield (APY) may change.

**Frequency of Rate Changes:** We may change the interest rate on your account at any time without notice.

**Determination of Rate:** At our discretion, we may change the interest rate on your account.

**Compounding and Crediting Frequency:** Interest will be compounded daily and credited monthly and at account closing.

**Daily Balance Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the balance in the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Earnings Credit:** This account features an earnings credit which is applied to reduce or eliminate fees on the account. If the earnings credit exceeds the fees for any period, you will be assessed no fees but you will not be paid, carry forward or otherwise receive credit for any excess earnings credit. You must maintain a minimum average daily balance for the monthly statement period of \$25,000 in order to obtain earnings credit during the monthly statement period. Earnings credit begins to accrue on the business day you deposit noncash items (for example, checks). Applies to Commercial Checking Account Only.

**Earnings Credit Calculation:** The earnings credit will be calculated by applying the periodic earnings credit rate to the average daily investable balance in the account for the period. The periodic earnings credit rate may change at any time. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing by the number of days in the period. The period we use is the monthly statement period. The investable balance is the average daily balance reduced by 10%. For example, if the periodic earnings credit rate is .25% and the average daily balance for the statement period is \$9,760, the investable balance is \$8,784 and the amount of the earnings credit for the statement period is \$21.96. Applies to Commercial Checking Account Only.

Account Type	Minimum Balance to Open	Minimum Daily Balance to Earn APY	Monthly Maintenance Service Charge	Minimum Balance to Avoid Monthly Maintenance Service Charge
Commercial Checking Account <sup>2, 4</sup>	\$25	N/A	Yes	N/A
IOLTA / IORETA Account <sup>4, 5</sup>	\$25	\$0.01	N/A	N/A
Non-Profit Checking Account <sup>4</sup>	\$25	N/A	N/A	N/A
PayBack Business Checking Account <sup>1, 4</sup>	\$25	N/A	N/A	N/A
Business Money Maker Account <sup>4, 5</sup>	\$25	\$0.01	N/A	N/A
Business Max Money Market Account <sup>4, 5</sup>	\$500	\$0.01	N/A	N/A
Business Cinch Savings Accounts <sup>4, 5</sup>	\$25	\$0.01	N/A	N/A
Business Overdraft Savings Account <sup>4, 5</sup>	\$25	\$0.01	Yes	\$100 <sup>3</sup>
HSA Funding Account <sup>4</sup>	\$0	N/A	N/A	N/A

<sup>1</sup>PayBack Checking automatically refunds up to \$15 in ATM surcharges imposed by other banks per statement period, in the statement period that fee was incurred, while the account is open. Rebates are labeled as "ATM Surcharge Rebate" on the statement.

<sup>2</sup>Receives earnings credit (Variable. Average of the Three-Month U.S. Treasury Bill Rates for the previous calendar month (not to exceed 6.00%)). Per item charges as reflected in the Schedule of Fees and Charges applies.

<sup>3</sup>If at any time during the statement period your balance falls below the required minimum daily balance you will be assessed the Monthly Maintenance Service Charge as reflected in the Schedule of Fees and Charges.

<sup>4</sup>Must be 18 to establish this account.

<sup>5</sup>May be subject to 1099 reporting. Fees may reduce earnings.

## Certificates of Deposit (CD)

**For certificate of deposit products listed below, the following information applies:**

**Rate Information:** You will be paid the disclosed rate until first maturity.

**Compounding and Crediting Frequency:** Interest will be compounded monthly. Interest will be credited monthly, upon maturity, and/or when the CD is closed, except for Jumbo CDs. Interest on Jumbo CD is calculated using the simple interest method and interest is credited at maturity.

**Daily Balance Computation Method:** We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the balance in your Account each day.

**Accrual of Interest on Noncash Deposits:** Interest begins to accrue no later than the business day you deposit noncash items (for example, checks).

**Withdrawal of Interest Prior to Maturity:** The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Renewal Policies:** This Account will automatically renew at maturity at a similar term as the maturing CD. If the maturing CD balance does not meet the "Minimum Balance to Open" requirement in effect for that type of CD, 0% interest rate will apply.

For CDs that renew automatically, you have 10 calendar days after the maturity of the CD to withdraw all or part of the funds from the matured CD without penalty, and to tell us that you do not want the CD to be renewed. You may also instruct us to renew the CD for a different available term than the matured CD. We will pay interest on the funds in a matured CD at the interest rate in effect as of the maturity date of the CD, up to the date on which you tell us that you do not want the CD to be renewed automatically. If you do not give us any renewal instructions during the 10 calendar days after maturity, we will automatically renew your CD as of its maturity date.

Jumbo CDs will automatically renew to the same term upon maturity but will become a non-interest bearing Account and will not earn any interest after maturity, unless and until you contact us and give us specific renewal instructions for your CD.

**Transaction Limitations:** We do not permit deposits to a CD after the CD has been opened and before its Maturity Date.

**Early Withdrawal Penalties:** No part of the principal may be withdrawn prior to maturity without the Bank's consent. If we allow an early withdrawal, the penalties as reflected in the Schedule of Fees and Charges may apply. You can withdraw interest anytime during the term after it is credited to your account.

In certain circumstances, such as the death or incompetence of an owner of the CD, the penalty may be waived. We will require a death certificate or certified court order before permitting a penalty-free withdrawal under these conditions.

Should a withdrawal be made which brings the Account balance below the required minimum, we may require the CD to be closed.

Account Type	Minimum Balance to Open	Minimum Daily Balance to Earn APY
Business – 3 Month CD <sup>1,2</sup>	\$500	\$500
Business – 6 Month CD <sup>1,2</sup>	\$5,000	\$5,000
Business – 1 Year CD <sup>1,2</sup>	\$5,000	\$5,000
Jumbo Certificate of Deposit <sup>1,2</sup>	\$100,000	\$100,000

<sup>1</sup>Must be 18 to establish this account.

<sup>2</sup>May be subject to 1099 reporting. Fees may reduce earnings.

## Interest Rate and Annual Percentage Yield (APY) Information

Daily Balance Range*	Interest Rate	APY
<b>Business Money Maker Account</b>		
\$0.01 – \$24,999.99		
\$25,000 – \$49,999.99		
\$50,000 and above		
<b>Business Max Money Market Account</b>		
\$0.01 – \$250,000		
\$250,000.01 and above		
<b>Business Municipal Money Market Account</b>		
\$25,000 – \$99,999.99		
\$100,000 – \$499,999.99		
\$500,000.00 and above		
<b>Business Municipal Money Market Preferred Account</b>		
\$25,000 – \$99,999.99		
\$100,000 – \$499,999.99		
\$500,000.00 and above		
<b>Business Cinch Savings Account</b>		
\$0.01 – \$9,999.99		
\$10,000 – \$24,999.99		
\$25,000 and above		
<b>Business Overdraft Savings Account</b>		
\$0.01 – \$9,999.99		
\$10,000 – \$24,999.99		
\$25,000 – \$49,999.99		
\$50,000 – \$74,999.99		
\$75,000 and above		
<b>IOLTA / IORETA Accounts</b>		
\$0.01 – \$9,999.99		
\$10,000.00 – \$19,999.99		
\$20,000.00 and above		
<b>Earnings Credit on Commercial Checking Account</b>		
\$0.01 – \$24,999.99		
\$25,000 – \$49,999.99		
\$50,000.00 and above		
* The interest rate paid will be paid on the entire balance, based upon the rate in effect for the range in which your entire balance falls on any given day		
If you are opening an interest bearing account online, visit the Business Savings Rates page on <a href="http://liberty-bank.com">liberty-bank.com</a> to view the current interest rate.		

<b>Certificates of Deposits</b>				
Account Type	Term	Maturity Date	Interest Rate	APY



245 Long Hill Road  
Middletown, CT 06457  
[liberty-bank.com](http://liberty-bank.com)  
888-570-0773





## Business Deposit Account Schedule of Fees and Charges

Charge Title	Details of Charge	Charge (USD)
Certificate of Deposit Early Withdrawal Penalty	Terms of 1 year or less Terms of more than 1 year Jumbo CDs – All terms	\$25.00 plus 1% <sup>1</sup> \$25.00 plus 3% <sup>1</sup> 100% (of interest earned to date)
Checking Printing/Cover	Price varies depending on number of checks ordered and style selected	Varies
Collection Services	Incoming/Outgoing – per item	\$35.00
CPA Confirmation	Per Account inquiry	\$6.00
Foreign Check Collection Services	Check amount \$300 USD minimum Price varies based on country of origin – per item Additional \$5.50 per check fee for immediate credit	Varies
Legal Notice	Levies, Garnishments, Tax Warrants	\$50.00
Lost Bank Article	Debit Card – per card Certificate	\$10.00 \$10.00
Commercial Checking Account	Per \$1,000 Monthly Reserve Requirement	10.00%
Account Maintenance	Per Month	\$15.00
Deposited Items	Per Item	\$0.15
Checks Paid	Per Check	\$0.15
Incoming ACH Credit/Debit	Per Item	\$0.10
Municipal Checking Account		
Deposits Made via any channel	Per Deposit	\$0.35
Deposited Items	Per Item	\$0.35
Checks Paid	Per Check	\$0.35
Incoming ACH Credit/Debit	Per Item	\$0.35
Currency Deposit	Per \$100	\$0.20
Municipal Interest Plus Checking		
Deposits Made via any channel	Per Deposit	\$0.75
Deposited Items	Per Item	\$0.18
Checks Paid	Per Check	\$0.15
Incoming ACH Credit/Debit	Per Item	\$0.15
Currency Deposit	Per \$100	\$0.20
Money Order	Per check	\$3.00
Official Check	Per check (fee waived for IOLTA/IORETA Accounts)	\$5.00
Overdraft Fee	Check, Debit Card, ATM, POS, Electronic or Recurring ACH - Paid Fee waived if transaction causes your account to be overdrawn by \$5.00 or less	\$35.00
Paper Statement Fee	Printed copy of your paper statement or transaction history in branch or by mail (IOLTA/IORETA, and HSA Funding Account are exempt from the paper statement fee)	\$2.00
Research Request	1 hr. minimum and \$10.00 deposit required	\$20.00/hr.
Returned Check	Per deposited item	\$15.00
Sheriff Execution	Per item	\$8.00
Stop Payment Order	Check & ACH	\$25.00
Wire Transfer	Outgoing Domestic – Initiated Online or in Branch Outgoing Foreign – Initiated Online or in Branch Incoming - Domestic & Foreign – Per transfer	\$25.00 \$40.00 \$10.00
<b>COIN AND CURRENCY</b>		
Deposits	Per strap Per coin bag Per envelope	\$1.00 \$1.85 \$1.50
Shipments	Per shipment Per strap Per coin roll	\$25.00 \$0.35 \$0.05
<b>ATM AND DEBIT CARD</b>		
Cross Border Assessment Fee	Per Transaction (International transactions with MasterCard Debit Card or ATM Card)	3% of transaction amount
Non-U.S. ATM Withdrawal	Price varies based on country of origin (The withdrawal amount plus foreign bank fees will appear as one transaction, conversion fees may apply)	varies
Non-Liberty ATM <sup>2</sup>	Non-Liberty Bank ATM - per transaction, inquiry, transfer or withdrawal (other Banks may charge non-customers an ATM surcharge)	\$1.50
Point of Sale POS Withdrawal <sup>2</sup>	Per transaction	\$0.35

<sup>1</sup> Applies to amounts withdrawn only. <sup>2</sup> This fee applies to the Business Overdraft Savings Account.

**Business Money Market Special**  
Addendum to the Liberty Bank  
Business Deposit Account Agreements  
Effective: July 7, 2025

Account Type	Minimum balance to open	Minimum Daily Balance to Earn Annual Percentage Yield (APY)	Balance Tier	Interest Rate	APY
Business Money Market Special	\$25.00	\$0.01	0.01-49,999.99	3.05%	3.10%
			50,000.00-249,999.99	3.30%	3.35%
			250,000.00-999,999.99	3.54%	3.60%
			1,000,000.00+	3.68%	3.75%

Rate is variable and is subject to change at any time.

Account fees may reduce earnings. Subject to 1099 reporting.

For additional information governing your account with Liberty Bank, please refer to your Business Deposit Account Agreement.



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## MASSACHUSETTS RIDER/ADDITIONS

**In Massachusetts, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION:** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** is an account in the name of one person.

**Joint Account—With Survivorship (And Not As Tenants In Common)** is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Trust account:** One or two of you (called trustees) may create such an account in trust for other persons. Payments may be made to the trustee, or if there are two trustees, to either or both of the trustees or the survivor. Upon the death of the trustee or the death of both trustees, payment may be made to the person or persons who survive the death of the last surviving trustee in an equal portion of the funds for whom the trust made, or that person's legal representative.

**In Massachusetts, AUTHORIZED SIGNER (Individual Accounts only):** A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.