

**CONSUMER CUSTOMER
AGREEMENTS**



Fairfield County Bank

203-431-7431 • 1-877-431-7431

YOUR AGREEMENT WITH US

Thank you for choosing Fairfield County Bank for your deposit account. We look forward to the opportunity of serving all your banking needs.

The following pages give you the rules, regulations and procedures for your deposit accounts and electronic banking (i.e. ATMs, transfers) with the Bank. It is very important that you read this booklet and familiarize yourself with sections that pertain to you. Please do not hesitate to visit any of our branches or call us at (203) 431-7431 or toll-free at 1-877-431-7431 should you have any questions.

will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

Special Rules For Savings Accounts

The availability schedules and policies are the same for savings accounts.

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withdrawal on Wednesday. However, the first \$200 of your deposit will be available on the first business day after the day of your deposit.

Holds on Other Funds (Check Cashing)

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. For example, if we cash a \$200 local check for you, \$200 of funds already in your account will not be available until the second business day after the day we cashed the check.

Holds on Other Funds (Other Account)

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.
- Your account is a new account.
- You deposit checks totaling more than \$5,000.00 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 a failure of communications or computer 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 seventh business day after the day of your deposit.

Special Rules For New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive your deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000

I. CONSUMER DEPOSIT ACCOUNT AGREEMENT

"You" and "Your" refer to anyone who signs the signature card for any deposit account. These terms also refer to any person or entity on whose behalf the account is opened. "We," "us," "our", and "Bank" all refer to Fairfield County Bank. "Check" means a check or other non-cash item we handle for payment, other than an electronic funds transfer or wire transfer.

I. General Rules for All Deposit Accounts.

1.1 YOUR AGREEMENT.

You agree to the terms in this agreement for each deposit account that you maintain. This includes the terms in our Schedule of Interest and Schedule of Charges, which are made part of this agreement. This agreement also includes the terms of any other documents which we designate as part of this agreement. You also agree that you and we have all rights given by law, and you agree that you will not use your account for any purpose that is not legal under Connecticut or federal law.

1.2 AUTHORIZED SIGNATURES.

- Written Signatures.** For purposes of withdrawal and other account matters, unless we specifically agree otherwise in writing, we can honor any request or order signed by any person whose signature appears on the signature card for the account. If the account owner authorizes a person who is not an owner of the account to conduct transactions from the account, and that person has signed the signature card, we can honor any request or order signed by that person. We may supply endorsements as allowed by law on checks that you deposit to the account.
- Facsimile Signatures.** You agree that we may pay, and charge your account for, all checks and orders bearing the facsimile signature(s) of the person(s) required to sign such checks and orders, if such facsimile signature(s) resemble the facsimile(s) you have designated, regardless of who placed the facsimile signature(s) on the checks or orders.
- Restrictive Legends.** Unless we have agreed otherwise in writing, we are not obligated to honor any restrictive legend on checks you write or deposit.

1.3 COLLECTION OF CHECKS.

When you deposit a check to your account, we collect the money from the bank or other party obligated to pay it. We act as your agent to do this. Except to the extent otherwise required by law, we are not responsible for losses which happen during collection of a check that are not caused by our own negligence.

When you cash or deposit a check, we may require that funds equal to the amount of the check remain in your account or another account you have with us until the funds from that check become "available for withdrawal." See our Check Clearing Policies for an explanation of when funds are "available for withdrawal." If we receive a check you have written on your account in an amount greater than the funds "available for withdrawal" from your account, we have the right not to pay that check.

If we credit your account or allow you to withdraw the amount of a deposited check and it is returned to us unpaid or we receive a notice of non-payment of the check, we have the right to take that amount from your account or to obtain a refund by any method we deem proper, including the exercise of our right of set-off (see Section 1.9). If the amount of available funds in your account is less than the amount of the check, you are required to pay us the balance.

There are certain checks that we will not cash or accept for deposit. These include checks drawn on banks in foreign countries. We may agree to try to collect the money for you from the bank on which the check is drawn. If we succeed, we will then deposit the money we collect into your account. We may require you to pay any expenses we incur in this process. We may also charge you for this service. The amount of our fee is listed in our Schedule of Charges.

1.4 CHARGES

- (a) **General.** You agree to pay the charges listed on our Schedule of Charges. We can change these charges or add new ones upon giving any notice that may be required under Section 1.7. We may take these charges from your account.
- (b) **Minimum Balance To Waive or Reduce Charges.** For certain accounts, we may waive or reduce certain account charges if you maintain a specified minimum balance. The minimum balance rules for waiving or reducing charges for all deposit accounts are described in our Schedule of Charges.

1.5 JOINT ACCOUNTS

- (a) **Joint Accounts.** If this is an account in the names of two or more individuals it will be a joint account with right of survivorship as defined in Section 36a-290 of the Connecticut General Statutes or the successor to that statute. This means that each of you is making this agreement with each other and with us. Each of you agrees that all amounts deposited by any of you, as well as any interest earned or bonus payments earned, can be paid to any one or more of you while you are all alive. After the death of any one or more of you, we can pay any money in the account to any one or more of you who is then alive. Each of you gives to all of the others authority to deposit to the account any check payable to any one or more of you. For certain checks, such as a check payable by the government, we may require all persons to whom the check is payable to endorse the check for deposit. We will not accept an account for individuals that requires the signature of two or more individuals for withdrawals.

If we honor a check which was signed by any one or more of you, and this causes an overdraft, each of you is liable for the overdraft, whether or not you signed the check or benefited from its proceeds.

- (b) **Limitation on Number of Owners.** We have the right to limit the number of owners on any account.

1.6 SWEEP ACCOUNT

Your Checking Account (NOW or non-interest bearing) consists of two subaccounts; a checking subaccount and a

III. CHECK CLEARING POLICIES AVAILABILITY OF FUNDS AND COLLECTION OF CHECKS

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not 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.

If you have any questions, be sure and ask us.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day except Saturday, Sunday, and a federal holiday is a business day. If you make a deposit before 6:00 p.m. on a business day that we are open or before 12:00 p.m. through our Automated Teller Machine (ATM), we will consider that day to be the day of your deposit. However, if you make a deposit after the above mentioned times or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on us.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- Cash.
- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day of your deposit.

Other Check Deposits

The delay for other check deposits will be available on the second business day after the day of deposit. For example, funds from a check deposited on Monday will be available for

deposit to your account, we may take up to 90 days to complete our investigation.) If we decide to do this, we will recredit your Account within 10 business days (20 business days if the error occurred within 30 days of the first deposit to your account) for the amount you think is in error, so that you may have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your Account.

We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

XIV. SURRENDER OF CARD.

The Card belongs to us. We can take it back at any time. You agree to surrender the Card when we or our agents request it. While the Card is in your possession, be sure your signature is on the back panel and keep it in a safe place.

If you have an ATM Card issued by the Bank which accesses the same accounts as your Visa Check (Debit) Card, we may cancel your ATM Card after you receive your Visa Check Card.

XV. JOINT USE OF CARD/UNAUTHORIZED USER.

You are not permitted to authorize another person to use your Card. If you do authorize another person to use your Card, you are responsible for all transactions made by that person under the terms of this Agreement.

XVI. OUR RIGHTS WITH REGARD TO OVERPAYMENTS.

If funds have been deposited into your Accounts, to which you are not legally entitled, by mistake or otherwise, you agree that such amounts are debts owing from you to us and you authorize us summarily to withdraw such amounts from the Account or any other account you have with us. We can do this without giving you prior notice or demand. We can also exercise our right of set-off to recover any such amount. (An example of such an overpayment to your Account to which you are not legally entitled would be a Social Security payment received by direct deposit after your death.)

XVII. NON-ENFORCEMENT OF OUR RIGHTS.

We can choose not to enforce or to delay in enforcing any of our rights under this Agreement without losing them in the future.

XVIII. AMENDMENTS.

We can change these rules, including, for example, adding or increasing fees. We will give you notice of these changes as required by law.

money market subaccount. We make transfers between the two subaccounts for internal accounting purposes, but this does not affect your balance or the interest you earn. If your Checking account is an interest bearing account, interest is paid on the collected balance in both the checking subaccount and money market subaccount. One blended annual percentage yield earned is disclosed on the account's monthly statement.

The transfers between the subaccounts take place as follows:

- (1) At the end of each day, the balance in the checking subaccount that exceeds a certain threshold balance is transferred to the money market subaccount.
- (2) Then, each day, all checks, debits, and withdrawals are presented against the checking subaccount for payment.
- (3) Each day, sufficient funds are transferred back to the checking subaccount from the money market subaccount to pay the charges presented for payment that day.
- (4) Because transfers from the money market subaccount are limited by law to six (6) transfers during a monthly statement cycle, this process occurs no more than six times each statement cycle. In the sixth transfer to the checking subaccount, all of the funds in the money market subaccount are transferred. Then, no more transfers are made until the next statement cycle, when the process begins again.

1.7 AMENDMENTS.

(a) Interest Rate.

- (i) Savings Certificates. The interest rate (and the resulting annual percentage yield) payable on any Savings Certificate will be the rate(s) established at the opening of the account for the term of that account.
- (ii) Variable Rate Accounts. All other accounts are variable rate accounts. This means that your interest rate and annual percentage yield may change. At our discretion we may change the interest rate(s) and resulting annual percentage yield on an account at any time without prior notice to you.

(b) Other Amendments. We can make other amendments to this agreement by posting written notice in our lobbies or by delivery to you of a copy of the amendment(s). Federal and state law and regulations require that we give you notice of most additional or increased charges and certain other changes to the terms of an account which may be adverse to you before those amendments can become effective.

1.8 WAIVER OF YOUR RIGHTS TO "NOTICE OF DISHONOR" AND "PRESENTMENT".

If another institution refuses to pay a check (called "dishonor") which you deposited or cashed, we may put the check through for collection again. We will not always give you notice that the check was dishonored before putting the check through for collection again. This means that in this instance you are "waiving" your right to "notice of dishonor."

In the process of collecting a check which you have deposited to your account, you agree that we may delay in

putting the check through for collection. This means that you are “waiving” your right to have us begin the process of “presenting” the check by the next banking day.

1.9 RIGHT OF SET-OFF.

Unless this right is denied to us by law, we can take any funds in your account to pay any debt you owe us that is in default (including unpaid charges). This is called the right of set-off and applies to all funds of yours in our possession now or in the future in any account you maintain with us. We can use this right of set-off without going through any legal process or court proceedings. If this is a joint account, this right of set-off applies to our use of deposits of any of you to pay the debts owed to us by any one or more of you individually or with others. If we exercise this right by taking what you owe us from a savings certificate account, such payment shall be deemed an early withdrawal, and an early withdrawal penalty may be imposed.

1.10 COLLECTION FEES.

If, in the course of collecting any money you may owe us we incur expenses or fees, we may take those from your account, including attorneys’ fees, unless prohibited because a suit was not instituted. If there are not sufficient available funds in your account to cover these expenses or fees, you will owe us the unpaid balance of such fees or expenses.

1.11 IDENTIFICATION.

Our bank complies with Section 326 of the USA PATRIOT Act. This law mandates that we verify certain information about you while processing your account application.

We can require proper identification for check cashing and any account transactions.

1.12 SOCIAL SECURITY NUMBER REQUIRED.

If you fail to give us a correct social security or taxpayer identification number for the account, we can refuse to open an account or close your account or require you to apply for a taxpayer identification number. We can also take from your account any charges of the IRS which result from your error, as allowed by law.

We may also be required by federal law to withhold part of any interest you earn and pay it to the IRS. If we do this, the amount we withhold will be reported to you and the IRS and applied by the IRS to the payment of any federal income tax you owe for that year.

1.13 OUR RIGHT TO CLOSE OR DISCONTINUE, OR LIMIT ACCOUNTS.

We reserve our right to stop offering any particular type of account and to close your account at any time. We will mail you a check for the amount of collected funds on deposit as soon as is practical. We reserve the right to decline to open an account for any person. We have the right to limit the number of accounts owned by any depositor(s).

1.14 ENFORCEMENT OF OUR RIGHTS.

We can choose not to enforce or to delay in enforcing any of our rights under this agreement without losing them in the future.

can prove we could have stopped someone from using your Card or PIN without your permission if you told us, you could lose as much as \$500.00.

If your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(b) Special Rules for Visa Check (Debit) Card Purchases. If your Card is a Visa Check Card (this includes Premier Visa Check Cards), other limits apply to the type of Visa Check Card purchases described previously in Section III(b). For Visa Check Card purchases only, if you tell us after you learn of the loss or theft of your Card, you will have no liability for unauthorized transactions. However, if we determine that the unauthorized transactions occurred because of your gross negligence or fraud, this special rule on liability may not apply.

XIII. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.

If you think your statement, or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, call us during business hours or write us as soon as you can.

Our phone number for this purpose is:

(203) 431-7437

Our address for this purpose is:

Fairfield County Bank

P.O. Box 2050

Ridgefield, CT 06877-0950

Attention: Customer Connections

We must hear from you not later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and Account number (if any).
- (2) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. (We may extend this time period to 20 business days if the error occurred within 30 days of the first deposit to your account.) If we need more time, however, we may take up to 45 days to investigate your complaint or question. (If the complaint or question concerned a transaction that was initiated in a foreign country, a point of sale transaction, or a transaction that occurred within 30 days of the first

IX. BUSINESS DAYS.

Our business days are Monday through Friday. Holidays are not included.

X. ACCOUNT INFORMATION DISCLOSURE.

We will disclose information to third parties about your Account or the transfers you make in the following instances:

- (a) We will disclose information where it is necessary for completing transactions or collecting checks.
- (b) We will disclose information as allowed by law in order to verify the existence and conditions of your Account for a third party, such as a credit bureau.
- (c) We will disclose information in order to comply with any law, court order, or proper governmental request, such as subpoenas, tax information, bank examinations and reports of unusual cash transactions.
- (d) We will disclose information if you give us your written permission.
- (e) We will disclose information to our agents, auditors and collection attorneys.
- (f) We will tell a holder of one of your checks whether it would be paid if presented at the time of the request.
- (g) We will disclose information to government officials in connection with suspected violations of law.
- (h) We will disclose information to third parties if you owe us money and we must take legal action to get it.
- (i) We may disclose information relating to an Account which does not identify you or your Account.
- (j) We may disclose information relating to your Account which is allowed to be disclosed under state and federal privacy laws.

XI. IF YOUR CARD OR PIN IS LOST OR STOLEN.

If you believe your Card and/or PIN has been lost or stolen or that someone has withdrawn or transferred or may withdraw or transfer money from your Account without your permission, call our Customer Connections during business hours at: (203) 431-7437 or toll-free at 1-877-431-7431, ext 7437. Or write us at:

Fairfield County Bank
P.O. Box 2050
Ridgefield, CT 06877-0950
Attention: Customer Connections

To report a lost or stolen Visa Check (Debit) Card during non-business hours, please call the lost/stolen card hotline at 1-800-554-8969.

XII. YOUR LIABILITY.

- (a) **General Rules.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you do not promptly notify us of such loss or theft you might lose all your Available Funds. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Card or Code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we

1.15 ADDRESS.

You must inform us immediately, **in writing**, of any change in your address. Unless you do so, we may continue to mail statements and any other notices to your address as it appears on our records. If statements mailed to the address the Bank has in its records are returned to the Bank for three consecutive months we may no longer mail the statements to you. Statements will be made available to you.

1.16 STATEMENTS, ERRORS, ALTERATIONS, FORGERIES.

You must examine and balance your periodic statements as soon as you receive them. If you do not let us know of any mistakes within 30 days after you receive a statement, we may consider the checks paid during that statement cycle to be genuine. We may also consider the statement to be correct, except as provided in our Electronic Funds Transfer Agreement which gives you sixty days to report an error concerning an electronic funds transfer. We will not be liable to you for payment of any forged or altered check if you fail to notify us of the forgery or alteration within that thirty day period and your failure causes us to suffer a loss. We won't be liable for forged or altered checks if the forgery or alteration resulted from your negligence. You may have to bear losses that could have been prevented if you had discovered and told us within the 30 day period of errors or unauthorized transactions.

1.17 USE OF CHECKS AND FORMS.

- (a) **Checks.** We can require that you use only checks we have approved for account use. The only checks we have given our prior approval to are the ones offered to you through us by our approved vendors. If you use a check we have not approved we can refuse to pay the check and charge you the fees listed, if any, in our Schedule of Charges.
- (b) **Forms.** We can require that you use our forms for making deposits, withdrawals and any other account matters.
- (c) **Deposit of checks.** You agree not to deposit any copy of a check other than a substitute check that meets industry standards and is the legal equivalent of the original check. For example, a check deposited to your account one time that is converted to a substitute check, but that is not paid and is returned to you, would generally be the legal equivalent of the original check. However, a substitute check that is created by a company other than a bank (or other depository institution), and that has not previously been deposited at a bank, would not be the legal equivalent of the original check. You agree that you will be liable for any losses that we suffer because you violated this provision.

1.18 NOT TRANSFERABLE.

Your deposit account is not transferable to anyone, except on our books. You may not voluntarily transfer or pledge your account without our consent. This does not affect a transfer occurring by operation of law, such as that which would occur on death, bankruptcy or as a result of a court order.

1.19 STOP PAYMENT ORDERS.

- (a) If you request us to stop payment on a check, we will make a good faith effort to do so. The stop payment order must describe the check with reasonable certainty, and include the account holder's name, account number, check number, payee name, and dollar amount of the check. If the stop payment order does not do so or if we do not have a reasonable opportunity to act on it, we won't be liable if we fail to stop payment, or if our payment of the check(s), causes other checks to be returned for insufficient funds. If we do stop payment of a check at your direction, you agree to pay all costs we may incur as a result. An oral stop payment order is good for only 14 days unless, we receive written confirmation from you within that time. A stop payment order is only good for 180 days, but you may renew it by written notice we receive before it expires.
- (b) **Stop Payment on Electronic Checks.** You agree to tell us if you request a stop payment on a check that may have been converted to an electronic fund transfer ("EFT") by the payee. We will not be liable for failing to stop payment (i) if we did not have a reasonable period of time to act before the EFT is paid, (ii) if you failed to notify us that the check was converted to an EFT, or (iii) if you failed to provide us with enough information to identify the transaction.

1.20 RECEIPT OF FUNDS TRANSFER.

A "funds transfer" is a transfer of funds to your account which is not initiated by a check, draft or similar paper instrument issued to you, but by a payment order directed to the institution holding the payor's funds. Most funds transfers, including regularly recurring transfers such as direct deposit of Social Security payments or wages are governed by our Electronic Funds Transfer ("EFT") Agreement. Some, like wire transfers, are not. If we receive a "funds transfer" to your account that is not governed by our EFT Agreement, we may, at our discretion, refuse to accept it if it is a "funds transfer" we are not required by law to accept. (Generally, we are required by law to accept "funds transfers" that are not governed by our EFT Agreement.) If we accept a "funds transfer" not governed by our EFT Agreement, we **may**, at our discretion, send notice by first class mail to your last address as it appears on our records, but we do not agree to send notice (other than your periodic statement, if you get a statement for that account.)

1.21 POSTDATED CHECKS.

If the date on a check is later than the date the check was issued, the check is called "postdated." We will not look to see if a check is postdated when we determine whether or not to pay the check. We have the right to charge against your account any payment we make on a postdated check before the date on the check, unless you have given us notice of the postdated check. The notice must describe the check with reasonable certainty. If the notice does not do so, or if we do not have a reasonable opportunity to act on the notice, we will not be liable if we pay the check before the date on the check or if such payment causes other checks to be returned for

Any charges for EFTs are disclosed on our Schedule of Charges under the heading "EFT Charges."

VII. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.

If we do not complete a transfer to or from your Account in a timely manner in accordance with the terms and conditions of your Account and normal banking procedures or in the correct amount according to your instructions, we will be liable for certain types of losses or damages which you suffer. However, there are some exceptions. We will not be liable in the following instances:

- (a) We will not be liable if, through no fault of ours, you do not have enough Available Funds in your Account to make the transfer.
- (b) We will not be liable if the Account has a "hold" on it for the amount of all or part of the funds necessary to make the transfer.
- (c) We will not be liable if the transfer would go over the credit limit on your Reserve Credit.
- (d) We will not be liable if the ATM or POS terminal or system was not working properly and you knew or should have known about the breakdown when you started the transaction.
- (e) We will not be liable if you do not give us, where applicable, correct PIN and, where applicable, correct Account numbers when starting the transfer.
- (f) We will not be liable if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken.
- (g) We will not be liable if we do not receive proper instructions or notification for the use of the Account for EFTs or proper instructions for the particular transfer.
- (h) We will not be liable if the ATM or POS terminal where you are making a withdrawal does not have enough cash.
- (i) We will not be liable if the funds in your Account are subject to legal process or other encumbrance restricting such transfer.
- (j) We will not be liable if your Card has deteriorated or been damaged so that it does not function properly.
- (k) We will not be liable if your Card or PIN has been reported lost or stolen.
- (l) We will not be liable if you do not follow the procedures in this or any other Agreement you have with us.
- (m) We will not be liable if we did not complete the transaction because we reasonably suspected fraud or illegal activity.
- (n) There may be other reasons under Federal or State law why we will not be liable.

VIII. RESERVE CREDIT.

If you have Reserve Credit, EFT, the Card and PIN, and other devices may be used (as stated in section 1 (d) of this Agreement) to obtain credit in the form of loan advances under the terms disclosed to you in the Reserve Credit Agreement which you have already received.

- (c) **ATM or POS Record.** You can get a written record at the time you make a transaction through an ATM or POS terminal. This record will show certain information such as the amount of your transaction, the type of transaction, and the date of the transaction. Some ATMs may notify you that receipts are unavailable and may allow transactions without providing a receipt. If you use one of these ATMs, you waive your right to a written record of the transaction.

V. PRE-AUTHORIZED TRANSFERS FROM YOUR ACCOUNT.

- (a) **Stop Payment.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

Call us at (203) 431-7437 or toll-free at 1-877-431-7431, ext. 7437 or write us at Fairfield County Bank, P.O. Box 2050, Ridgefield, CT 06877, Attention: Customer Connections, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and send it to us at an address we specify within 14 days after you call. If we require you to put your request in writing and send it to us within 14 days and you do not do so, then your oral stop payment order will cease 14 days after it has been made and we may make the payment if it is demanded by the particular person or organization involved.

NOTE: If you want to stop these pre-authorized payments permanently, you must notify the person or organization you have told us to pay. A stop request which we receive will only stop the particular payment to which it applies. If you instruct us to stop these payments permanently we will do so, but we may require you to send us a copy of your notice to the person or organization you told us to pay.

- (b) **Notice of Varying Amounts.** If these regular payments may vary in amount, the person or organization you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may ask the person or organization you are going to pay to give you this notice only when the payment would differ by more than a certain amount from the prior payment or when the amount would fall outside certain limits that you set. We will not be liable if the person or organization you are going to pay fails to give you notice of varying amounts.
- (c) **Liability For Failure to Stop Payment of Pre-authorized Transfers.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled and you comply with a request by us to put your order in writing (as explained above), then if we do not follow your order to stop payment, we will be liable for certain types of losses or damages which you suffer.
- (d) **Stop EFT.** Unless otherwise stated in this Agreement, you cannot stop an EFT, other than a pre-authorized transfer.

VI. CHARGES.

insufficient funds. A notice of a postdated check will never be good beyond the date of the check. An oral notice of a postdated check is good for no longer than 14 days unless we receive written confirmation from you within that time. A written notice of a postdated check is good for no longer than 180 days.

1.22 STALE DATED CHECKS.

We may, at our option, pay a check that is over six months old, but we are not required to do so.

1.23 OVERCREDITED ACCOUNT.

If we credit your account for an amount in excess of the checks or funds actually received for deposit, we may take the excess from your account without prior notice to you.

1.24 CHANGE IN OWNERSHIP.

If you wish to add an owner to, delete an owner from, or otherwise change the ownership of an account, we may require you to close the account, to surrender any passbook or similar account documents, and to open a new account listing the new owners. If the account is a Savings Certificate, we may require you to pay any applicable early withdrawal penalty when you close the account.

1.25 SERVICE OF PROCESS.

If we receive a court order, levy, garnishment, execution or other similar legal process (all of which we call "legal process") concerning the funds in your account, we may place a "hold" on the funds in your account, for the amount stated in the legal process. We may also place a "hold" on the funds in your account if we reasonably believe we may sustain a loss if we do not impose a "hold" pending the resolution of any dispute, claim or investigation concerning your accounts. A "hold" means you may not withdraw funds and we will not pay checks out of the funds subject to the "hold." We may also surrender the funds in your account as required by any legal process. We will not be liable if these actions cause checks to be returned for insufficient funds.

1.26 ARBITRATION.

If there is any dispute or claim between you and us relating to your account, and you and we are unable to resolve that dispute after a good faith effort to do so, either you or we can choose to have the dispute settled by binding arbitration by giving the other notice. This notice must be given in the manner required under the Commercial Financial Dispute Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA"). The arbitration will be conducted pursuant to the Rules and Article 9 of the United States Code. The Arbitration hearings will be held in Hartford or where mutually agreed to by you and us. One or more arbitrator(s) will be appointed by the AAA pursuant to the Rules and will be an attorney or attorneys with experience or knowledge in banking transactions. The arbitrator(s) may grant any remedy or relief that the arbitrator(s) deems just and equitable and within the scope of this Agreement and shall award arbitration fees and expenses to the prevailing party. A judgment may be entered upon the award by any court of competent jurisdiction. Bank and Depositor are voluntarily and knowingly giving up rights to

resolve certain claims in court and have a judge or jury decide the case and you are also giving up rights to use a class action in court or in arbitration.

1.27 ENDORSEMENTS.

You agree that all endorsements on any check you deposit to your account will be made in the area designated for endorsements on the reverse side of the check. You agree that you are liable for any loss resulting from a failure to comply with this requirement.

1.28 PAYMENT OF CHECKS.

We will pay checks drawn on your account that are presented for payment on a banking day from other financial institutions in any order we decide. If there are not available funds in the account to pay all of the checks and other charges against the account (such as ATM withdrawals, bank fees, and preauthorized transfers) presented on a banking day, you agree to pay any insufficient or uncollected check/ACH fees or check fees that result based on our payment of checks and other charges in any order we decide.

1.29 THIRD PARTY DRAFTS.

If you authorize a merchant, check writing service or other third party to draw one or more checks or drafts against your account, you agree that you will be responsible for the amount of the checks or drafts. If you want to revoke the third party's authorization you must notify such party in writing. You also agree to request us to stop payment on these transactions. We may require you to close your account and open a new account to prevent future transactions. We will not be liable if you do not do so, and we do not stop payment on the transaction(s) if we did not have a reasonable amount of time to act on your request, or if your request did not provide enough information to identify transaction(s) including the exact check number and dollar amount of the check(s).

1.30 GENERAL FDIC INSURANCE COVERAGE

On May 20, 2009, President Barack Obama signed the Helping Families Save Their Homes Act, which extends the temporary increase in the standard maximum deposit insurance amount (SMDIA) to \$250,000 per depositor through December 31, 2013. This extension of the temporary \$250,000 coverage limit became effective immediately upon the President's signature. The legislation provides that the SMDIA will return to \$100,000 on January 1, 2014.

1.31 "TEMPORARY" UNLIMITED DEPOSIT INSURANCE COVERAGE.

All funds in a "noninterest-bearing transaction account" are insured in full by the Federal Deposit Insurance Corporation from December 31, 2010, through December 31, 2012. This temporary unlimited coverage is in addition to, and separate from, the coverage of at least \$250,000 available to depositors under the FDIC's general deposit insurance rules. The term "noninterest-bearing transaction account" includes a traditional checking account or demand deposit account on which the insured depository institution pays no interest. It does not include other accounts, such as traditional checking or demand deposit accounts that may earn interest, NOW accounts, money-market deposit accounts, and Interest on Lawyers Trust Accounts ("IOLTAs"). For more information about temporary FDIC insurance coverage of transaction accounts, visit www.fdic.gov.

funds from your Account based on a Visa Check Card transaction.

- (c) **International Visa Check Card Transactions.** When you use your Visa-branded debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US Dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either: (1) A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which the rate may vary from the rate Visa itself receives; or (2) The government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass the international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.
- (d) **Limitations Based on Available Funds.** If on a particular day, the amount of Available Funds in your Account and under Reserve Credit total less than the amount stated in this section applicable to the Card, your total ATM withdrawals and POS transactions (including Visa Check Card purchases) may not exceed the total of Available Funds that day.
- (e) **Other Limitations.** For security reasons, there may be other limitations that may apply on the number of transactions you can conduct using your Card and/or PIN. Transfers from a Statement Savings, Passbook Savings or Money Market Account to another account or to a third party by pre-authorized, automatic, telephone, or computer transfer are limited by law. During a malfunction of the ATM, Point of Sale terminal or the computer system, we may limit the dollar amount and types of EFTs you can make including the types of Accounts you can access to conduct ATM and Point of Sale terminal transactions and Visa Check Card purchases.

IV. DOCUMENTATION AND TELEPHONE INQUIRY.

You have a right to receive certain types of documentation and information concerning EFTs.

- (a) **Periodic Statements.** You will get a monthly Account Statement.
- (b) **Pre-authorized Deposits.** You can arrange to have direct deposits made to your Account on a regular basis from the same person or organization.

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or organization, you can call us at (203) 431-7437 or toll-free at 1-877-431-7431, ext. 7437 to find out whether or not the deposit has been made.

- (j) **Account to Account Payments.** You can, at ATMs of participating financial Institutions, or using other methods allowed by the participating financial institution, transfer funds from your Account to another of your accounts or to an account of another person, by providing certain requested account information, such as information from your ATM or debit card. There may be limits on the dollar amount you can transfer in this way.

II. AGREEMENT.

By signing an application or by using your Card or by using an EFT, you agree to the rules in this Agreement for the type of EFT service that you use. You also agree that you will not use your Card, PIN, or any EFT service to conduct an illegal transaction or to pay for an illegal purchase. You understand that we may cancel your ability to conduct EFTs if we have reason to believe that you have used your Card, PIN, or any EFT service for any illegal activity.

III. GENERAL LIMITATIONS.

We may limit the type and form of Account to or from which we will allow EFTs.

- (a) **ATM and POS Transactions.** You may withdraw from ATMs no more than \$500 per calendar day, per Card. In addition to these ATM withdrawals, you may conduct POS transactions of \$500 per Card, per calendar day. The minimum withdrawal from our ATMs is \$20 and above that amount withdrawals must be in multiples of \$20.
- (b) **Visa Check Card Purchases.** In addition to the ATM withdrawals and POS transactions described above, if you have a Visa Check Card, you can use your Card to make additional purchases at merchants that accept Visa Debit Cards. When you make a purchase using your Visa Check Card, you authorize us to put a hold on your account for the amount of the transaction. We will hold funds for Visa Check Card transactions up to a maximum transaction limit of \$2,000 per Card at any one time. If you have a Premier Visa Check Card, the maximum transaction limit is \$5,000. When the transaction has cleared, the funds on which we have placed a hold will be debited from your Account, and will no longer be counted toward your maximum transaction limit. Please note that the dollar amount of the hold is based on the amount of the authorization requested. For some merchants, this may be larger than the actual purchase amount. Some hotels, car rental agencies, restaurants, and gas stations typically request authorizations for higher dollar amounts than the actual amount of the purchase transaction. For example, suppose you use your Visa Check Card to pay for a \$15 gasoline purchase at a gas station. The gas station may request an authorization for \$50. The \$50 hold will remain until the actual purchased amount (\$15) is debited from your account. You agree that we are not responsible if we dishonor other POS, ATM or check transactions drawn on your Account because we have held funds or debited

II. Rules Which Apply to All Savings Accounts

2.1 RULES WHICH APPLY TO ALL SAVINGS ACCOUNTS.

- (a) **Interest.** All accounts which earn interest are savings accounts. The rates and other information about how we calculate interest are set forth in the Schedule of Interest.
- (b) **Minimum Balance to Earn Interest.** For certain savings accounts, we require a minimum balance to earn interest. The amounts of these minimum balances are described in the Schedule of Interest. We use the daily balance method to determine if the minimum balance requirement has been met. For accounts with a minimum balance requirement, you will only earn interest on days when your balance is not below the required minimum. You must maintain at least that balance in the account each day to obtain the disclosed annual percentage yield.
- (c) **Restrictions on Withdrawals.** We have the right to require that you give us at least 7 days' written notice to withdraw funds from any type of Savings, Money Market or NOW account. We would expect, except in unforeseen circumstances, to give advance notice of our intent to impose this requirement. Except for a NOW Account, we can require that you make withdrawals which are made in person only at the office where you opened the account.

2.2 PASSBOOK ACCOUNTS (INCLUDES REGULAR SAVINGS AND MONEY MARKET PASSBOOK).

We record transactions for this account in your passbook or on separate documents. To make a passbook withdrawal, you must present the passbook and verify the balance before you leave. If you lose the passbook, inform us right away.

If you elect to make pre-authorized transfers from this account, we will send you periodic statements and the limitations on pre-authorized transfers that apply to Statement Savings accounts will apply to this account.

Every payment which we make to a person presenting your passbook to us with a signed withdrawal order will be valid, provided we exercise reasonable care. This means that if anyone obtains possession of your passbook and withdraws from your account by forging your signature on a withdrawal form, we will not be liable to you for the amount withdrawn unless you notified us that the passbook was lost prior to the withdrawal or we were negligent in permitting the withdrawal. Our record of transactions to your account is the official bank record of such transactions. If there is a difference between our records and the information in the passbook, we will consider our records to be correct.

2.3 STATEMENT SAVINGS ACCOUNTS (INCLUDES MONEY MARKET STATEMENT SAVINGS).

We will send you a periodic statement for these accounts. To withdraw from your statement savings account, we may require you to show us proper identification and present a withdrawal order.

You may make up to six pre-authorized transfers, telephone transfers, or computer transfers per statement period to another account you have with us or to a third party, but these transfers may not be made by check, draft, Point-of-Sale transfers or similar order made by you and payable to third parties. Limitations on pre-authorized and telephone transfers are further described in Section 2.5 below.

2.4 MONEY MARKET CHECKING ACCOUNTS.

Our Money Market Checking Accounts are a type of statement savings account from which you are permitted to make up to 6 pre-authorized, telephone or computer transfers per statement cycle by check, draft, or similar order made by you and payable to third parties. Debit Card (Point-of-Sale) transfers are not permitted from these accounts. Limitations on pre-authorized transfers are further described in Section 2.5 below.

2.5 PRE-AUTHORIZED TRANSFERS.

You can make limited pre-authorized, telephone, or computer transfers from our Statement Savings and Money Market Statement Savings accounts. The limitations on pre-authorized transfers do not apply to pre-authorized transfers made to pay loans you have with us or to withdrawals or transfers to another account you maintain with us if made in person or by mail or through an automated teller machine.

If you exceed the limitations on pre-authorized transfers on more than an occasional basis, we may be required to close the account, take away the account's pre-authorized, telephone, or computer transfer capabilities, or convert the account to a NOW account or checking account. You may be charged a penalty as itemized in our Schedule of Charges if you exceed these limitations.

2.6 SAVINGS CERTIFICATE.

(a) **The Term.** A Savings Certificate is a type of deposit which requires you to leave money in the account for a certain period of time (called the "term") to earn interest throughout the term at the specified rate. Savings Certificates are subject to penalties for early withdrawal, that is, withdrawal before the "Maturity Date." The "Maturity Date" is the first day following the last day of the term. These penalties are described in Section 2.6f. When you establish a Savings Certificate, you may select any term that we currently offer, as described in our current Schedule of Interest.

(b) **Later Deposits.** Later deposits to Savings Certificates are not permitted.

(c) **Notice of Maturity.** We are required by federal law to send a notice of maturity for all our Savings Certificates with terms greater than one month. We may, in our discretion, also send a notice of maturity for other Savings Certificates.

(d) **Automatic Renewal of Savings Certificates.** Except for an Interest at Maturity Savings Certificate, if you do not withdraw the funds from the Savings Certificate within the "grace period" of 10 calendar days (1 calendar day for a 31 day Certificate) after maturity, your Savings Certificate account will be automatically renewed as of

in after 2:00 p.m., may result in a delay in making the transfer until the next business day.

(c) **Pre-authorized Payments.** You can arrange to have payments or transfers (that we allow) made from certain Accounts automatically. These payments or transfers are made to third parties such as insurance and utility companies.

(d) **Services Available Through ATMs.** You may use your Card and PIN to do the following through our ATMs:

1. You can withdraw Available Funds from your Checking, Savings, or Money Market Account.
2. You can make deposits to your Checking, Savings or Money Market Account.
3. You can transfer Available Funds between your Checking, Savings, or Money Market Accounts from any one to the other.
4. You can make payments on mortgages or certain other loans with us.
5. If you have Reserve Credit, you can, by overdrawing your Checking Account, obtain a loan advance from the credit available under the Reserve Credit.

(e) **ATM Charges by Other Institutions.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

(f) **Other Services Available with your Card and PIN.** You can pay for purchases by accessing your Checking Account through a POS terminal at merchants that have agreed to accept the Card and PIN. At the time of the purchase you may also be able to withdraw cash, subject to the merchant's policy and cash availability.

If your Card is a Visa Check (Debit) Card, you can use your card without your PIN to access your Checking Account for purchases at merchants accepting Visa Debit Cards.

Your rights relating to refunds and returned merchandise are governed by the merchant's own policy on refunds and returns. You must resolve issues of this type directly with the merchant.

(g) **Limitation on Availability of Services.** Some of these services may not be available at all ATMs or POS terminals. We are a member of the "NYCE[®]", "Cirrus[®]", and "Plus[®]" ATM networks and all of the transactions previously described in (d) and (e) may not be available at all ATMs or POS terminals where you can use your Card. Different limitations on withdrawals, deposits and other transfers may apply.

(h) **Check Conversion Services.** You may consent to have a merchant or other business use your checks or information from your checks to create one-time electronic payments from your accounts.

(i) **Bill Payments through Biller's Website.** You can, through the website of a participating biller, access your Account to make a payment to that biller, by providing certain requested account information, such as information from your ATM or debit card. There may be limits on the dollar amount you can pay in this way.

II. ELECTRONIC FUNDS TRANSFER (“EFT”) AGREEMENT

“We,” “us,” “our” and “Bank” all refer to Fairfield County Bank, which includes Ridgfield Bank, a division of Fairfield County Bank.

“Account” refers to any Account at our bank from or to which we allow electronic fund transfers (“EFTs”).

“You” and “your” apply to anyone who has an Account with us and is authorized to use the applicable EFT.

“ATM” refers to any automated teller machine where you can use your Card and PIN. The design and logo of one of the Bank’s divisions appear on the Application, Card, and our ATMs.

“Point of Sale” or “POS” terminal refers to an electronic terminal at which you can use your Card and PIN to pay for goods and services by debiting an account. A POS transaction includes a transaction in which you use your Card and/or PIN to pay for goods and services by debiting an account whether or not an electronic terminal is used at the time of the transaction. This includes Visa Check Card transactions.

“Card” refers to the Bank ATM Card, Visa Check (Debit) Card or Premier Visa Check Card.

“PIN” refers, as applicable, to the personal identification number you agree to use to identify yourself when using an ATM or POS terminal or making a telephone transfer. These PINs need not be the same.

“Checking” refers to the NOW or Checking Account that you have selected in your application for the EFT service. “Savings” refers to the Savings Account that you have selected in your EFT application for the EFT service. “Money Market Account” refers to the Money Market Checking or Money Market Savings Account that you have selected in your application for the EFT service.

“Reserve Credit” means the Personal Credit Line Agreement.

“Available Funds” means the money in your Account which can be withdrawn or transferred together with any credit you may have available to you under your Reserve Credit Agreement. Available Funds may be less than the entire balance in your Account if, for example, we have placed a “hold” against certain funds in your Account for a certain number of days to allow a reasonable time for checks deposited to or cashed against your Account to clear.

I. WHAT IS AN “EFT”?

An “EFT” is a transfer of your funds at our bank which is initiated electronically, for example, by telephone or computer or ATM. We currently offer the following EFT services:

- (a) **Direct Deposit.** You can arrange for the direct deposit to your Account of Social Security benefits or other deposits, such as payroll, that we allow to be deposited directly to your Account through the computer.
- (b) **Telephone Transfer.** You can use your Account numbers and, if applicable, your PIN to transfer funds by telephone between certain Accounts on request. Any transfer called

the Maturity Date of the maturing Savings Certificate for a similar term at the rate of interest we are then paying on Savings Certificates with that term.

If you elect against automatic renewal of your Savings Certificate, you must give us written instructions. You must direct us (1) to renew the Savings Certificate for a term which you specify and which we allow, (2) to deposit the funds in another account you maintain with us, or (3) to mail you a check. We must get your instructions within the grace period. When properly renewed, your new Savings Certificate will begin on the Maturity Date of the maturing Savings Certificate. If the account is closed during the grace period we do not pay interest from the Maturity Date until the date of withdrawal. If, on the Maturity Date we no longer offer the same type of Savings Certificate as your Savings Certificate, and you do not instruct us otherwise, the funds in the account will be placed in a Savings Certificate which we offer, which we, in our discretion, determine is most similar to your Savings Certificate. If you renew a Savings Certificate or a Savings Certificate is automatically renewed, all interest which is on deposit at the time of renewal will become principal of the renewed Savings Certificate.

- (e) **Interest at Maturity Savings Certificates.** At maturity we will, on your instructions, renew your Interest at Maturity Savings Certificate, deposit your funds in another account you maintain with us, or mail you a check. If you do not give us instructions, the funds will be left on deposit and will earn no interest after the end of the term.
- (f) **Penalty For Early Withdrawal.** We will allow withdrawal from your Savings Certificate account before the Maturity Date without penalty in the following events: (1) a court’s declaration of your mental incompetence, or (2) your death.

In all other cases you cannot withdraw all or any part of the deposit before the Maturity Date without our consent. If a Savings Certificate has a term of 30 days to 91 days, the penalty will equal the amount of interest that would have been earned on the account to the date of maturity. If a Savings Certificate has a term of six months to twelve months, the penalty will equal six month’s interest. If the Savings Certificate has a term of more than twelve months, the penalty will equal twelve months’ interest. Note that penalty amounts are based on the withdrawn portion of the funds, however we may take all or part of the penalty from the original deposit, if necessary. There is a minimum penalty of 7 days interest on a withdrawal from any CD within 7 days of deposit of the funds withdrawn.

III. IRA and SEP Accounts.

These accounts are governed by separate contracts and by the rules in this agreement for the type of IRA or SEP savings account opened.

IV. Rules for NOW Accounts

4.1 SAVINGS ACCOUNT.

A NOW account is a savings account upon which you can draw an unlimited number of checks payable to third parties. The rules for savings accounts described previously in Section 2.1 also apply to a NOW account.

4.2 LIMITATION.

A NOW account may be owned only by individuals for business or personal use or by certain non-profit organizations and governmental entities. For example, an individual can open a NOW account for a sole proprietorship.

V. Rules for Checking Accounts.

5.1 DEMAND DEPOSIT.

A Checking account is a demand deposit account. That means we reserve no right to require notice before withdrawal from checking accounts and permit unlimited numbers of transfers to third parties by check. We will pay no interest on a checking account.

VI. In Trust For (“ITF”) Designation.

The “In Trust For” (“ITF”) designation means that you intend to open an account under section 36a-296(a) of the Connecticut General Statutes (entitled “Deposits in Trust”) or the successor to that statute. The In Trust For designation means that you have full ownership of the account until your death. You, as the owner, must give us your social security number. When you die, the account will belong to the beneficiary you have named if such person is alive when you die. If you have named more than one beneficiary, the account will belong equally to the beneficiaries who are alive when you die.

If this is also a joint account with right of survivorship, when any of the owners of the account dies, any remaining owners will have full joint ownership until their deaths. When the last owner dies, the account belongs to the beneficiaries who are living at that time.

VII. Uniform Transfers to Minors Act (“UTMA”).

If you have opened the account as custodian under the Connecticut Uniform Transfers to Minors Act, your rights and duties are governed by that Act. You must give us the minor’s social security number. You will not be allowed to pledge the account as collateral for a personal loan.

VIII. Fiduciary Designation.

8.1 FIDUCIARY.

A fiduciary is a person or organization named by will, trust or other legal document or appointed by the court to

manage the funds or property of another. A fiduciary may be named in a written agreement, such as a trust or a power of attorney, or may be appointed by a court. If you have opened an account as a fiduciary, the funds belong to the trust estate and only the trustee(s) may withdraw funds or otherwise transact business with us for this type of account.

We may require that you give us a certified copy of any trust instrument, court order or decree appointing you as a fiduciary. Whether or not a copy is filed with us, we will not be held responsible for the contents or for any duty you may owe as trustee to any trust beneficiaries. The law and the trust document or court order or decree will define your rights and duties as fiduciary.

8.2 TAX IDENTIFICATION NUMBER.

We may require that you apply for a taxpayer identification number for any account that you open on behalf of a separately taxable entity, such as an estate.

8.3 POWER OF ATTORNEY.

A power of attorney is a legal document signed by a person giving a second person the power to act on the first person’s behalf.

If you are acting under a Power of Attorney, your right to deal with the funds in an account is determined by law and in the power of attorney. You must give us a copy of the power of attorney. The owner of the account may only withdraw funds from the account if he or she has also signed a signature card for the account.

A power of attorney ends when the person who signed it terminates it, dies, has a conservator appointed for his or her estate or, unless the power of attorney specifically provides otherwise, becomes disabled or incompetent.

The owner of an account and the person holding the power of attorney from the owner agree to notify us promptly if the power terminates. When a person holding a power of attorney makes a deposit to or a withdrawal from an account, that person is confirming that the power has not been terminated. We may rely on the power of attorney until we are given written notice that it has been revoked or terminated, and have had a reasonable opportunity to act on that notice.