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# CONSUMER DEPOSIT ACCOUNT AGREEMENT

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IMPORTANT-PLEASE RETAIN FOR YOUR RECORDS



**Union**  
Savings Bank

unionsavings.com  
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Member FDIC



USBM-6001 08/17



**Union**  
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**CONSUMER DEPOSIT ACCOUNT AGREEMENT**

**GENERAL RULES GOVERNING DEPOSIT ACCOUNTS**

**Your Agreement**

This Agreement governs all deposit accounts established with Union Savings Bank. “You” and “Your” refer to anyone who maintains any deposit account with us, including all owners and signers on the account and any person or entity on whose behalf the account is opened. “We,” “us” and “our” refer to Union Savings Bank. “Check” means a check or other non-cash item we handle for payment, other than an electronic funds transfer or wire transfer.

You agree to the terms in this Agreement for each deposit account that you maintain with us. This includes the terms in our *Schedule of Interest and Deposit Account 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.

**Authorized 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. We may provide endorsements as allowed by law on checks.

You agree that we may decline payment of a check or other item drawn against your account that is presented for payment over the counter rather than deposited in an account at another institution and presented for payment through the check collection system.

If you choose to use a facsimile signature, you are responsible for withdrawals from your account that contain or appear to contain a facsimile signature that resembles the specimen signature provided to us of a person authorized to withdraw funds from your account. We will not be liable to you if the facsimile device was unauthorized. You are responsible for the item even if the size, or color of the facsimile signature is different from that of any signature previously presented to us. We may pay the withdrawal and may charge your account for it. You agree to reimburse us for all claims, costs, losses and damages, including attorneys’ fees, that result from our payment of a withdrawal bearing either a facsimile that resembles or purports to bear your signature or a facsimile that we believe you authorized. We may charge your account for such claims, costs, losses, damages and fees.

**Deposit of Items**

You may make deposits in person, by mail, or by any other method we make available, such as our automated teller machines. We are not responsible for deposits made by mail or through a night depository or other such facility until we have actually received and recorded them. Funds mailed to the Bank are considered deposited on the day they are received. Funds deposited to a night depository, lock box or similar facility are considered deposited on the day on which the deposit is removed and is available for processing by the bank. Our business hours are posted at our offices and are subject to change from time to time at our discretion.

If you fail to endorse an item that you submit for deposit, we have the right, but are not obligated, to supply the missing endorsement. We may require that certain government checks, insurance

company items, or other special types of checks be personally endorsed by each of the payees. You agree to reimburse us for any loss or expense we incur because you fail to endorse an item exactly as it is drawn.

You agree not to deposit any copy of a check, other than a substitute check that is the legal equivalent of the original check. To be the legal equivalent of an original check, a substitute check must contain, among other legally required elements, the endorsement of the bank that created it and warrants its legality. You agree that you will be liable for any losses that we suffer because you violated this provision.

#### **Endorsements**

You agree that all endorsements on the reverse side of any check that you deposit to your account will be in the area designated for endorsements. If you, or any other endorser, signs outside of this designated area, it may cause the check to be misrouted or the payment to be delayed. You also agree that you or any other endorser will make endorsements on the back of any check that you deposit to your account in a color of ink, such as blue or black, that can be accurately read by electronic imaging equipment.

You agree that you will be liable for any losses we suffer resulting from your failure or the failure of any endorser of a check that is deposited to your account to comply with these requirements. You agree that we will not be liable to you because an item you deposit in your account is returned after the time set by applicable law, if the delay in returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that were made by you or a prior endorser. Similarly, you will be liable to us for any loss or expense we incur because we are unable to properly return an item drawn on your account within the time set by applicable law, where the delay in properly returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that existed at the time you issued the item.

#### **Collection of Items**

When receiving items for deposit or collection, we act as your agent to collect the money from the bank or other party obligated to pay it. Except to the extent otherwise required by law, we are not responsible for losses which happen during collection of an item 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 *Funds Availability Policy* 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, as set forth below. 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 also charge you for this service. The amount of our charge is listed in our *Schedule of Interest and Deposit Account Charges*.

We may cash or accept for deposit a check payable to a third party and endorsed over to you under certain circumstances. We have the right not to accept a third-party endorsed check at our discretion.

#### **Charges**

- **General.** You agree to pay the charges listed on our *Schedule of Interest and Deposit Account Charges*. We can change these charges or add new ones upon giving any notice that may be required under "Amendments". We may take these charges from your account.
- **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 the *Schedule of Interest and Deposit Account Charges*.

#### **Amendments**

We can make amendments to this Agreement by posting written notice in our lobbies or by delivery to you of a copy of the amendment(s). If your account was opened primarily for personal, family, or household purposes, 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.

#### **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 by redepositing it. You agree that we are not required to give you notice that the check was dishonored before we redeposit the check. This means that you are "waiving" your right to "notice of dishonor." In the process of collecting a check which you have deposited to your account, we may delay 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. You also agree that if a check you have deposited or cashed has been dishonored twice, you may not redeposit that check again.

#### **Insufficient Funds/Overdrafts**

If your account does not contain sufficient available funds to pay a check, a debit received through an automated clearing house ("ACH"), or other item presented against it, we are not required to pay the check or item and may return it, and you agree to pay a service charge as set forth in the *Schedule of Interest and Deposit Account Charges*. We may, however, decide to pay the check or other item, create an overdraft, and to the extent permitted by law, impose an overdraft fee as shown in the *Schedule of Interest and Deposit Account Charges*. If we do choose to honor one or more overdrafts, that does not mean that we are obligated to honor any future overdraft, and you should

not rely on us to do so. You agree to deposit sufficient funds to cover the overdraft and any service fees upon notice of the overdraft, and to reimburse us for any costs we incur in collecting the overdraft from you including, without limitation, reasonable attorneys' fees and the costs of litigation, to the extent permitted by law.

If you have an account in our Overdraft Protection Program, your overdrafts will be managed as described in the loan agreement for that service.

**Available Funds or Available Balance**

Available Balance or Available Funds are funds "available for withdrawal" as determined by our Funds Availability Policy. Your available balance may be reduced if we have placed "holds" on certain funds. A "hold" means that funds are still in your account but we will not allow you to withdraw them. A hold may be placed because of delayed funds availability as described in our Funds Availability Policy or because of a court order or a pending Debit Card transaction as described in our Consumer Electronic Funds Transfer and Debit Card Agreement.

Additional funds may be available to you if you have Overdraft Protection. Please see your loan agreement for further information. The Overdraft Protection program utilizes the ledger balance to determine overdraft status. The ledger balance includes all funds on deposit regardless of availability.

**Posting of Checks and Other Items**

After the end of each Business Day, the system will sort all transactions by category to determine the order in which they should be applied to your account based on the defined Posting Order. The chart below describes the order in which transactions are posted to your account and how they affect your Available Balance.

Posting Order	Transaction Category	How They are Posted
1st	Deposits and credits: Bank deposits ACH credits	Deposits and credits are added as soon as they are available, depending on the type of deposit
2nd	ACH debits	Processed in order of lowest-to-highest dollar amount as file is presented (Four times daily).
3rd	Withdrawals: ATM Point of Sale transactions Online Banking Payment	Posted by transaction date and time.
4th	Over-the-Counter cashed checks (checks written and cashed in the bank)	Checks presented for payment are posted in sequential check number order.
5th	Posted Checks	Checks presented for payment are posted in sequential check number order.

You agree that we may determine in our discretion the categories, the transactions within a category, the order among categories, and the posting orders within a category.

**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 Certificate of Deposit, such payment shall be deemed an early withdrawal, and an early withdrawal penalty may be imposed.

**Collection Fees**

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

**Identification**

We are required by law to form a reasonable belief that we know the true identities of our customers. To do this, we can require you to provide us with documentation, such as a driver's license and other personal information, like your tax identification number, to enable us to verify your identity before you open any account. We can also require you to provide proper identification in order to cash checks or perform other types of account transactions.

We may make inquiries we consider appropriate to help us to verify your identity and to determine if we should open your account. This may include verification of employment, credit reports or other reports from account information services and credit reporting agencies. If you ask, we will tell you whether or not we requested a credit report and we will tell you the name, address and telephone number of the reporting agency.

**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, close your account, or require you to apply for a Taxpayer Identification Number. We can also take from your account any charges imposed on us by 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.

**Accuracy and Verification**

You agree that any information you have given or will give to us is complete and accurate. You further agree that we may verify that information at any time by obtaining reports from credit reporting agencies or other third parties, such as employers or references.

**Our Right to Close, Discontinue, or Limit Accounts**

Without limiting our rights to close your account with or without cause, We may close your account if the account is overdrawn or contains no Funds for any period of time. We reserve the right to stop offering any particular type of account and to close your account at any time. If an account is closed that has a balance, we will mail you a check for the amount due you as soon as is practicable. We reserve

the right to decline to open an account for any person or business. We have the right to limit the number of accounts owned by any depositor(s).

### **Enforcement of Our Rights**

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

### **Notices**

When we receive a notice of change from you and all documents required for us to be able to make the change, we may take a reasonable period of time to implement the change to your account. Unless we specify otherwise in the notice, any written notice we give you is effective when it is delivered to you in person or deposited in the U.S. mail and addressed to you at your mailing address as it appears in our records.

### **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 in our records. We will change your address on our records upon notice from any one of the signers on a joint account.

### **Use of Our Checks and Forms**

We can require that you use only checks we have approved for account use. Only the checks offered to you through us by our approved vendor have our prior approval. 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 Interest and Deposit Account Charges*. We will not be liable for any processing errors that result from your use of such checks. We can also require that you use our forms for making deposits, withdrawals, or other transactions and for any other purposes related to your account.

To process checks, we use high-speed, automated processes that rely on information encoded on checks in magnetic ink. For this reason, we may disregard all other information on a check, whether or not that information is consistent with the information magnetically encoded on the check. We will not be liable for any loss or expense that results because you issue or deposit a check that contains extra information, such as limitations as to maximum amount, date, or number of required signatures.

### **Restricted Legends**

We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00".

### **Statements, Errors, Alterations, or Forgeries**

You are in the best position to discover and report any discrepancies including unauthorized debits to your Account. You are responsible for monitoring and reviewing the activity of your Account. You agree to notify us immediately of any error, forgery, alteration, discrepancy or unauthorized transaction you discover on any statement, notice or check we provide to you. If you fail to do so, you may become responsible for the losses resulting from such failure. You agree to provide us with a written statement of the relevant facts, including a description of the error, forgery, alteration, discrepancy or unautho-

rized transaction, and the identity of any suspected wrongdoers. Without regard to care or lack of care of either you or us, if you do not discover and report the error, forgery, alteration, discrepancy or unauthorized transaction within 30 days from the date you have access to a statement, notice or check reflecting the error, forgery, alteration, discrepancy or unauthorized transaction, you are precluded from making a claim against us with regard to such error, forgery, alteration, discrepancy or unauthorized transaction. If you fail to notify us within a reasonable time (not to exceed 30 days from the date you have access to a statement, notice or check reflecting an unauthorized transaction), we will not be responsible for subsequent unauthorized transactions to any of your accounts by the same wrongdoer. The foregoing shall not apply to unauthorized electronic funds transfers ("EFTs") that are covered by our *Electronic Funds Transfer and Debit Card Agreement*. That agreement contains separate provisions applicable to EFTs.

### **Check Safekeeping and Images**

For accounts that can be accessed by check, we will not return your checks to you with your periodic statements. For some types of accounts, the checks will be described on the periodic statement by number, amount, and date of payment. For other types of accounts, the periodic statement will also include reduced-size copies of your cancelled checks. You may also request a copy of any check that was drawn on your account. We will make copies of your checks available to you on request for a period of seven years after we received the check. Any charge for receiving a copy of a check will be listed on our *Schedule of Interest and Deposit Account Charges*.

### **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.

### **Internal Accounting of Balances**

For our internal accounting purposes only, your checking account consists of two sub-accounts: a checking sub-account and a savings sub-account. On interest-bearing checking accounts, the same interest rate is paid on both sub-accounts; on non-interest bearing checking accounts, interest is not earned on either sub-account.

Whenever your checking sub-account balance exceeds a certain amount that we set (and may change from time to time), we may transfer funds above that amount to the savings sub-account.

As these funds are needed to pay items presented against your checking account, we will transfer funds from the savings sub-account to the checking sub-account, up to six times per statement period. If a sixth transfer is needed, the entire balance in the savings sub-account will be transferred into the checking sub-account. This process may be repeated each statement period.

This balance accounting has no effect on your account balance, on the daily use of your account, on how checks are paid, or on how your account activity appears on your monthly statement.

### **Stop Payment Orders**

If you request us to stop payment on a check or a series of checks,

or on a draft written on your account by a third party, we will make a good faith effort to do so. The stop payment order must describe the check(s) or draft with reasonable certainty. If the stop payment order does not do so or if we do not have a reasonable opportunity to act on it, we will not be liable if we fail to stop payment or if our payment of the check(s) or draft causes other checks or drafts to be returned for insufficient funds. If we do stop payment at your direction, you agree to pay all costs we may incur as a result. If you place an oral stop payment order on a check, we will send you written verification of your order within 10 days, but the order will take effect on the date you placed the order. If the information we recorded is incorrect or you wish to remove the stop payment order, you must contact us immediately.

Stop payment orders, including oral stop payment orders, are effective for six (6) months from the date you place the stop payment order, but you can renew a stop payment order by providing a written notice to us before the expiration date. Refer to the *Electronic Funds Transfer and Debit Card Agreement* regarding ACH stop payments.

### **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”) and Debit Card Agreement*. Some transfers are not. If we receive a “funds transfer” to your account that is not governed by our EFT Agreement and that we are not required by law to accept, we may, at our discretion, refuse to accept it. 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.

### **ACH Transfers**

If you receive a credit from a third party into your account by means of an automated clearing house (“ACH”), any deposit or payment order via the ACH made to your account(s) will be provisional. It will be subject to refund until final settlement through a Federal Reserve Bank occurs or we have received payment as provided in the Uniform Commercial Code. In the case of receipt of such a credit, (a) we do not have to give you notice of receipt of the entry, (b) you agree that such entry may be transmitted through one or more ACHs, (c) you agree to be bound by the rules of such ACHs, and (d) your rights and obligations with respect to such entry will be construed in accordance with and governed by the laws of the State of Connecticut.

### **Post-Dated Checks**

If the date on a check is later than the date the check was issued, the check is called “post-dated.” We will not look to see if a check is post-dated 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 post-dated check before the date on the check, unless you have given us notice of the post-dated 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 insufficient

funds. A notice of a post-dated check will never be good beyond the date on the check. An oral notice of a post-dated check is good for no longer than 14 days unless we receive written confirmation from you within that time. A written notice of a post-dated check is good for no longer than 180 days, but you may renew it by a written notice which we must receive before it expires.

### **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.

### **Over-Credited 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.

### **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 will withdraw from your account the amount stated in the legal process, pending the resolution of any dispute, claim or investigation concerning your account. We may also surrender the funds in your account as required by the legal process. We will not be liable if these actions cause checks to be returned for insufficient funds.

### **Disputes**

If we receive notice of a claim by a third party regarding your account, or if we receive conflicting instructions from the authorized signers on the account, we may, at our discretion, honor the claim or refuse to pay out any money pending receipt of consistent instructions or a court order. You agree to reimburse us for any loss or expenses that we incur as a result of any action we take or decline to take in connection with any claim, dispute, or conflicting instructions involving your account.

### **Indemnification and Limits of Liability**

YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM ANY LOSSES, CLAIMS, AND EXPENSES THAT ARISE IN CONNECTION WITH ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EXCEPT FOR SUCH COSTS THAT ARISE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OUR EMPLOYEES. IN NO EVENT WILL EITHER YOU OR WE BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, OR OTHER TYPE OF DAMAGES OTHER THAN ACTUAL DAMAGES. WE WILL NOT BE LIABLE TO YOU FOR FAILURE OR DELAY IN OUR PERFORMANCE THAT RESULTS FROM THE ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER OUR DIRECT CONTROL, OR THAT IS CAUSED BY NATURAL DISASTERS, FIRE, ADVERSE WEATHER CONDITIONS, GOVERNMENTAL ACTION, OR ANY OTHER CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL.

### **Dormant/Abandoned Accounts**

If you do not make any deposits to or withdrawals from the account or do not acknowledge the account with us for a certain period of time, we will deem your account to be dormant. A dormant account remains subject to normal service charges. When a dormant account is presumed abandoned under state law, any funds remaining in the account will be turned over, or “escheated”, to the State of Connecticut.

## OWNERSHIP OF ACCOUNTS

### Signature Card

The signature card you sign or your online acknowledgment when you open the account shows the type of account and the form of its ownership. We may rely on the signature card or online acknowledgment to determine who has access to the funds in the account and how the account is to be administered by us.

### Individual Accounts

By opening an account that is designated as an individual account on the signature card or your online acknowledgment, you are considered by us to be the sole owner of the account. No other person can use the account unless you have granted that person a power of attorney as described below; however, that person would still have no ownership interest in the account.

### Joint Accounts

• **Joint Accounts with Right of Survivorship.** 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 do not allow an account held in the names of individuals to require more than one signature for withdrawals from the account. 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.

Each of you acts as the agent of the others. Each of you authorizes each to operate the account without the consent or approval of the others. We may act and rely on the instructions of one of you without liability to the others. For example, one of you may without the consent or approval of the others:

- add additional persons as joint owners;
  - instruct us to stop payment on a check or other item that another wrote on the account;
  - obtain an ATM card or a debit card;
  - draw upon an overdraft or other line of credit connected to the account;
  - obtain information about the account, including transactions conducted by another of you;
  - pledge the account as security for any debts; and
  - close the account.
- **Limitation on Number of Owners.** We have the right to limit the number of owners on any account.

### In-Trust-For (“ITF”) Designation

The “In-Trust-For” 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 ITF 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.

### Uniform Transfers to Minors Act (“UTMA”)

If you have opened the account as custodian under the Connecticut UTMA, your rights and duties are governed by that Act. Because the funds in a UTMA account belong to the minor, 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.

A UTMA account may have only one minor as owner and one custodian; however, another person may be named as substitute custodian, in the event the first named custodian dies or is otherwise unable to serve.

### Fiduciary Designation

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 an estate, trust, guardianship, or conservatorship. If you have opened an account as a fiduciary, the funds belong to the trust or estate and only the fiduciary 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 of the instrument or for any duty you may owe as trustee to any trust beneficiaries. The law and the trust instrument or court order will define your rights and duties as fiduciary. You and any others signing on the account as fiduciaries agree that it is your responsibility to comply with the terms of the governing fiduciary instrument, court order, or applicable law, including the number of fiduciaries required to exercise powers granted under the governing instrument.

### Power of Attorney

You may decide to appoint someone to act for you as your agent (“agent”) under a power of attorney. Our acceptance and your agent’s use of a power of attorney, including a power of attorney created under the laws of another state, are subject to applicable provisions of Connecticut’s Uniform Power of Attorney Act.

We may refuse to accept a power of attorney that does not meet the requirements of applicable law, such as the laws of the state under which the power of attorney was executed and Connecticut’s Uniform Power of Attorney Act. For example, we may refuse to accept a power of attorney that you have not acknowledged before

a notary public or a licensed Connecticut attorney. We may refuse to accept a power of attorney for other reasons permitted by applicable law. In some cases, we may require you or your agent to provide a certification or affidavit with respect to certain factual matters, including that the power of attorney is in full force and effect. We may require that you provide a legal opinion as to any matter of law concerning the power of attorney.

The powers you give to your agent, and any limitations on those powers, are between you and your agent, even if we have express written notice of those powers. You understand and agree that we have no duty or responsibility to monitor the acts of your agent or ensure that the acts of your agent are for your benefit.

You agree to reimburse us for all claims, costs, losses and damages that we incur in accepting and acting on any power of attorney form that we believe you executed, unless we are not entitled to reimbursement under applicable law.

Your power of attorney ends when you terminate or revoke it in writing, or when it is terminated pursuant to the Connecticut Uniform Power of Attorney Act. You or your agent agree to notify us promptly if the power terminates and to allow the bank a reasonable opportunity to act on the notification. When your agent makes a deposit to or a withdrawal from your account, that person is confirming that the power of attorney has not been terminated.

#### **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 Certificate of Deposit, we may require you to pay any applicable early withdrawal penalty when you close the account.

### **RULES GOVERNING INTEREST-BEARING CHECKING AND SAVINGS ACCOUNTS**

#### **Interest**

The interest rates, corresponding Annual Percentage Yields, frequency of compounding and crediting, minimum balance required to earn interest, and other information about how we calculate interest are set forth in the *Deposit Account Rates & Schedule of Interest and Deposit Account Charges*.

#### **Restrictions on Withdrawals**

We have the right to require that you give us at least seven (7) days' written notice to withdraw funds from a Savings or Money Market Deposit Account. We may, except in unforeseen circumstances, give advance notice of our intent to impose this requirement. Except for a Checking or Money Market Account, we can require that you make withdrawals which are made in person only at the office where you opened the account.

#### **IRA, Education Savings, and Health Savings Accounts**

These accounts are governed by separate contracts and by the rules in this Agreement for the type of IRA, Education Savings, or Health Savings Account opened.

#### **Passbook Accounts**

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.

At our option, we may allow any person who has the right to withdraw money from your passbook account to withdraw money from the account without presentation of the passbook. You agree we will not be liable for any withdrawal made without presentation of a passbook that we allow in good faith.

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 the transactions to your account is the official bank record of such transactions. If there is a difference between our records and the information on the passbook, we will consider our records to be correct.

### **MONEY MARKET AND STATEMENT SAVINGS ACCOUNTS**

#### **General Rules**

We will send you a periodic statement for these accounts. You may make up to six preauthorized or telephone transfers per statement period to another account you have with us or to a third party.

#### **Money Market Accounts**

Transfers from this account may be made by check, draft, debit card, or similar order made by you and payable to third parties.

#### **Statement Savings Accounts**

Transfers from this account may not be made by check, draft, debit card, or similar order made by you and payable to third parties. Limitations on preauthorized and telephone transfers are described below.

#### **Preauthorized Transfers**

You can make a limited number of preauthorized or telephone transfers from our Money Market or Statement Savings accounts. The limitations on preauthorized transfers do not apply to preauthorized 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 preauthorized transfers on more than an occasional basis, we may be required to close the account, take away the account's preauthorized or telephone transfer capabilities, or convert the account to a checking account. You may be charged a penalty as itemized in our *Schedule of Interest and Deposit Account Charges* if you exceed these limitations.

#### **Club Accounts**

These accounts allow you to contribute any amount on a weekly basis. Interest will be earned and credited to your account at the end of the club period. You may make no more than 6 pre-authorized or telephone transfers per statement cycle. If you exceed this limit during any cycle, you will be assessed an Excess Transfer/Withdrawal



(WD) fee per item that exceeds the limit. If you exceed the limit on more than an occasional basis, by regulation, we are required to convert this account to a transaction account. Withdrawals will reduce earnings. Generally, Club Accounts mature after 50 weeks.

## **RULES GOVERNING CERTIFICATE OF DEPOSIT ACCOUNTS**

### **Term**

A Certificate of Deposit 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. Withdrawals prior to the “Maturity Date” are subject to penalties. The “Maturity Date” is the last day of the term. These penalties are described below. When you establish a Certificate, you may select any term that we currently offer, as described in our current *Deposit Account Rates*.

### **Effect of Interest Withdrawal**

The annual percentage yield that you will earn assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

### **Notice of Maturity**

We will send a notice of maturity for all our Certificates with terms greater than one month. We may, in our discretion, also send a notice of maturity for other Certificates.

### **Automatic Renewal of Certificates**

You have a “grace period” of ten (10) calendar days after the maturity to withdraw the funds without being charged a penalty or to make additional deposits to the account. Unless we inform you otherwise, if you do not withdraw the funds from the Certificate account within the grace period, your Certificate account will be automatically renewed as of the Maturity Date of the maturing Certificate for a similar term at the rate of interest we are then paying on Certificates with that term. Any interest paid during the term of the Certificate, and not withdrawn during the grace period, will be included as principal of the renewed Certificate.

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

### **Transaction Limitations and Early Withdrawal Penalties**

You may not make withdrawals of principal from your account before maturity without our consent. Except in the case of death or a court’s

declaration of your incompetence, if you withdraw any principal before the Maturity Date, a penalty will be charged to your account equal to 180 days of interest, whether or not earned, for Certificate(s) with a term of 1 year or less, 365 days of interest, whether or not earned, for Certificate(s) with a term of 1 year to 3 years and 545 days of interest, whether or not earned, for Certificate(s) with a term greater than 3 years. Please note that penalty may affect original principal balance. Except for Individual Retirement Accounts or other accounts we specify, you may not make additional deposits into the account during the term of the account.

### **Interest Rate on Fixed-Rate Certificates**

The interest rate in effect on the day your Certificate is opened will remain in effect until the Maturity Date of your Certificate, unless a withdrawal is made that brings your balance below the minimum balance required to earn interest.

### **Jumbo Certificate of Deposit Accounts (Deposits of \$100,000 or More)**

- **Interest Rate.** The interest rate in effect on the day your Jumbo Certificate is opened will remain in effect until the maturity date of your Certificate unless a withdrawal is made that brings your balance below the \$100,000 minimum. If your balance falls below the minimum, your interest rate and annual percentage yield will be reduced to the rate of interest and annual percentage yield we are then paying on regular Certificates of Deposit of the same term for the remainder of the term.
- **Automatic Renewal of Jumbo Certificates of Deposit.** At maturity we will, at your direction, renew your Jumbo Certificate into another Jumbo Certificate at a rate we agree upon, deposit the funds into another account you maintain with us, or give you a check. You have a grace period of ten (10) calendar days after the Maturity Date to withdraw the funds or make additional deposits to the account without being charged a penalty. If you do not give us instructions during the 10-day grace period following maturity, the account will be automatically renewed as of the Maturity Date for a similar term at the rate of interest we are then paying on regular Certificates of Deposit (that is, Certificates of Deposit that are not Jumbo Certificates). Upon maturity, any interest paid during the term of the Certificate will be included as principal of the renewed Certificate if not withdrawn during the grace period.