

UNION SAVINGS BANK

Business Online Treasury Management Service Agreement

This Business Online Treasury Management Service Agreement (“Agreement”) is by and between the customer executing this agreement in writing or electronically (“you”, “your”, “yours”, or “Customer”) and Union Savings Bank, with its principle place of business located at 225 Main Street, Danbury, CT (“we”, “us”, “our” or “Bank”). Bank agrees to provide, and Customer agrees to use, the treasury management and business online banking services described in this Agreement (each such service referred to herein as a “Service”, and collectively as the “Services”) in accordance with the terms and conditions set forth in the Agreement, as amended from time to time. This Agreement supersedes and replaces all prior versions and editions of the Agreement. By enrolling for the use of any Service, or by using or allowing any others to use any Service in relation to any of Customer’s Accounts, Customer accepts and agrees to the terms and conditions of this Agreement as may be in effect from time to time.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

I. Definitions. The following terms and definitions apply when used in this Agreement.

“**Account**” or “**Accounts**” means one or more of the following deposit and loan accounts you maintain at Bank: checking, savings, money market deposit, or certificate of deposit accounts, installment loans, commercial loans and lines of credit which we agree, from time to time, you may access under this Agreement. Accounts may include accounts of your Affiliated Companies. You must maintain at least one Account during the term of this Agreement.

“**Affiliated Companies**” means companies in which you or your parent Customer have direct or indirect majority ownership.

“**Bill Payment**” or “**Payment**” means the remittance of funds, initiated through Business Online from an Account to a Payee.

“**Bill Payment Service**” means the Bill Payment Services offered by Bank, through our Bill Payment Services provider.

“**Business Day(s)**” and “**Transfer Day(s)**” mean Monday through Friday, excluding bank and Federal holidays.

“**Business Online**” means the web-based platform through which the Customer and its Users access the Services.

“**Company ID**” means the identification number assigned to Customer.

“**Electronic**” means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

“Funds transfer” or **“Transfer”** means a transfer of funds, initiated through Business Online from one eligible Account to another.

“Operating Instructions” means the instructions contained in this Agreement, any Service Agreement (defined below), and within Business Online.

“Out of Band Authentication” means a secondary identity verification method we may require as part of the Security Procedures (defined below) for a Service. The method may utilize a separate communication channel, such as a cell phone message. Phone numbers and Mobile numbers must be accurate in the Business Online System to authenticate Customer and its Users (defined below).

“Password” means a personal identification number, personal security code, or passcode that we assign or you chose that allows you to access Bank Services.

“User ID” means the name selected and used by Customer to gain access to the Business Online system.

“Payee” means any person or entity to which you direct a Bill Payment through Business Online.

“Payment Account” is the checking Account(s) from which Bill Payments will be debited, whether one, or more than one.

“PC” means personal computer (including any wireless access device or other wireless access device) that meets the requirements for use of Business Online.

“Security Procedures” and **“Security Procedure”** has the meaning provided in Article II Section A of this Agreement.

“Service Agreement” means an agreement between Bank and Customer governing a specific Service used by Customer.

Other definitions may be set forth elsewhere in this Agreement.

II. Setup and Use of Business Online Services.

A. Customer’s Authorized Persons; Security Procedures.

- (i) An individual designated as an authorized signer on a corporate resolution of Customer (the form of which must be acceptable to Bank) shall designate one person to administer Customer’s use of Business Online (“Primary User”). The Primary User shall have authority to designate persons who may use Business Online and all of the functions of the Services, except as limited herein, on behalf of Customer, including to initiate transactions and transfers to and from Customer’s

Accounts and the accounts of third parties (each a “User”). The Primary User shall have all of the authority of a User. Primary User shall also have the authority to remove a User and to establish the scope of each User’s authority with respect to Business Online. The Primary User may also authorize Users to exercise administrative authority. The Primary User and each User granted administrative authority are referred to herein as an “Administrative User.” Each Administrative User is authorized to act on the Customer’s behalf in all matters relative to the administration of Customer’s Business Online account. Such authority includes but is not limited to the right to: (1) establish additional Users on the Customer’s behalf, (2) terminate or cancel existing User authorizations, in whole or in part, (3) change the Customer’s Account(s) on the system, (4) change the activity level of an Account associated with Customer’s profile, (5) name additional Administrative Users, and (6) terminate Administrative User authority. **Customer is responsible for informing each Administrative User that he or she is prohibited from sharing his or her access credentials (i.e. User ID and Password) with any other person.** If Customer believes or suspects that any Administrative User access credentials have become known to or accessed by unauthorized persons, Customer agrees to notify the Bank immediately. Customer is solely responsible for safeguarding its password(s) from risk of misuse or theft.

- (ii) Customer and its Users shall comply with the “Security Procedures” attached hereto and made a part hereof as Exhibit 1. Customer acknowledges and agrees that the Security Procedures, including (without limitation) any code, password, personal identification number, User identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of transactions and inquiries. Customer authorizes Bank to follow any and all instructions entered and transactions initiated using the Security Procedures unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures have been stolen, compromised, or otherwise become known to persons other than Users and until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Customer’s deposit Account, and Customer agrees and intends that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as Customer’s written signature in authorizing Bank to execute such transaction. Customer acknowledges and agrees that Customer shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Users, to the fullest

extent allowed by law. Customer further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or entries initiated by Customer and that Customer bears the sole responsibility for detecting and preventing such error.

III. Physical and Electronic Security.

- (i) Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems.
- (ii) Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing"). Customer agrees to educate Users, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to Customer. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its Users, agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or internet fraud.
 - a. In the event of a breach of the Security Procedures, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but

shall not be limited to, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedures. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach of the Security Procedures was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedures from Customer and not from a source controlled by Bank.

(iii) Access.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. The Bank is not liable under this Agreement for failure to provide access to Business Online or the Services. The Bank may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid.

(iv) Equipment Requirements.

Access to Business Online requires the use of computer hardware and software. It will be the Customer's sole responsibility for maintaining its computer equipment in good working order, with the necessary compatibility and format to interface with Bank's systems, including without limitation, the ability to support Bank's security measures, including the Security Procedures. The purchase, installation, maintenance, and operation of Customer's equipment, including, but not limited to, computer, modem, personal software, and the Internet access through your Internet access provider is the sole responsibility of the Customer. The Customer will be responsible for the payment of all telecommunications expenses associated with Internet services. The Bank is not responsible for any errors or failures from any malfunction of Customer's equipment or software, and the Bank is not responsible for any computer virus or related problems that may be associated with the use of Business Online. The Bank is not responsible for any failure or loss caused if any of Customer's software or hardware is not compatible with the Bank's system.

IV. Business Online Services.

- A. **Services Available Through Union Savings Bank's Business Online.** The Services include but are not limited to:

- a. View account balances
- b. Review statements and other account information
- c. View your check images
- d. Place a stop payment on any check issued by you and drawn on Union Savings Bank
- e. Transfers funds between accounts at Union Savings Bank
- f. Export account data in PDF, BAI and CSV formats
- g. Use Positive Pay*
- h. Pay bills online
- i. Originate Automated Clearing House (ACH) transactions*
- j. Make deposits remotely*
- k. Mobile Banking (including Mobile Deposits)

Bank may add to, discontinue and modify the Services in its sole discretion. The Services are limited to the extent noted herein and in the agreements governing your various Accounts with us. Your ability to transfer funds from savings and money market deposit accounts using these Services are subject to the limitations described herein and/or in the applicable account agreements. You should refer to these agreements for restrictions and service charges.

***Customer must execute Service Agreements or other specific agreements to use these Services.**

V. Bill Pay Terms & Conditions

A. Service Definitions

“**Service**” means the bill payment service offered by Union Savings bank

“**Agreement**” means these terms and conditions of the bill payment service.

“**Biller**” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“**Payee**” is recipient of the payment.

“**Payment Instruction**” is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“**Payment Account**” is the checking account from which bill payments will be debited.

“Billing Account” is the checking account from which all Service fees will be automatically debited.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays.

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.

“Due Date” is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

“Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

“Scheduled Payment Date” is the day you want the Biller to receive your bill payment this may also be the day your payment is due.

“Send on Date” is the date you select when scheduling your payment in Online Banking. It is displayed within the calendar widget when scheduling a bill payment. The funds to cover this payment must be in your account to process. For paper check payments, The Send On date is when Union Savings Bank will check to see if the funds are in your account at approximately 9:00 p.m. EST.

“Deliver by Date” is the date you select that you would like your payment to be received by and is displayed within the calendar widget when scheduling a bill payment. The processing time for electronic payments is approximately 3 business days to arrive to the person/vendor you are paying. The processing for paper check payments time is approximately 5 business days to arrive to the person/vendor you are paying. These checks are sent as if they were from you and funds will be withdrawn from your account when the payee cashes your check

B. Payment Scheduling

There are two types of payment processing based on the vendor relationship: Electronic Payment and/or Paper Check. Scheduling of payments should take into consideration the method of how the payment will be process and the timing needed to arrive to the vendor on time.

- Electronic Payment is approximately three (3) business days

- Paper Check Payment is approximately five (5) business days

The earliest possible Scheduled Payment will be displayed in the calendar widget based on the vendor relationship. The “Send On Date” and “Deliver By Date” will be designated within the application calendar widget and visible when you are scheduling the payment. The Scheduled Payment Date cannot be less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling a payment you must select a payment date that is no later than the actual Due Date reflected on your Biller statement.

C. The Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date, as long as the payment was scheduled in accordance with the guidelines described under “Payment Scheduling” in this Agreement.

D. Payment Authorization and Payment Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly; however, the Service shall incur no liability, and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction;

2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction, and the Service has taken reasonable precautions to avoid those circumstances. Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

E. Payment Methods

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to Union Savings Bank (“USB”) for payment).

F. Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be cancelled or edited; therefore, a stop payment request must be submitted.

G. Stop Payment Requests

The Service’s ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your

request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the fee schedule

H. Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service.

I. Exception Payments

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of the Service.

J. Bill Delivery and Presentment

This feature is for the presentment of electronic bills only, and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The

Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller's informing you about Service and/or bill information.

Activation – Upon activation of the electronic bill feature, the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and

may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log-on to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill – The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

K. Exclusions of Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

L. Password and Security

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 800-719-6654 during customer service hours.

M. Your Liability for Unauthorized Transfers

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly USB statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

N. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential; however, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only; 5. In order to comply with a governmental agency or court orders; or, 6. If you give us your written permission.

O. Service Fees and Additional Charges

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

P. Failed or Returned Transactions

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service.

Q. Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account

information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

R. Service Termination, Cancellation, or Suspensions

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at (866) 719-ONLINE (719-6654) during customer service hours; and/or
2. Write us at:

USBonline Customer Service Center
P.O. Box 647
Danbury, CT 06813-0647

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

S. Biller Limitation

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

T. Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return

it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

U. Information Authorization

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or USB (for example, to resolve payment posting problems or for verification).

V. Disputes

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

W. Assignment

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

X. No Waiver

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Y. Bill Pay Limits are set to minimize payment risks and can be updated on an exception basis.

1. Consumer – Bill Pay Limits	Transaction Limit \$10,000	Daily Limit \$20,000	
2. Business – Bill Pay Limits	Transaction Limit \$20,000	Daily Limit \$40,000	

Mobile Banking and Mobile Deposit Terms and Conditions

The “Mobile Banking” and “Mobile Deposit” Services described in this Section IV are provided to you by Union Savings Bank and powered by a mobile technology solution provided by a third-party vendor (the “Mobile Solutions Vendor”). Section A consists of the Mobile Banking terms and conditions and Section B consists of the Mobile Deposit terms and conditions. You may also be required to agree to a license agreement with the Mobile Solutions Vendor.

VI. Mobile Banking Services

The Mobile Banking Services enable you to use a Device to perform certain transactions on your Accounts, access information about your Accounts and initiate or perform additional banking functions. To access our full suite of Mobile Banking Services (defined below), your cellular telephone or other wireless communication device must be Internet enabled and connected to the Internet through your mobile communication service provider. To use any of our Mobile Banking Services, you must first be enrolled in Business Online. When using the Mobile Banking Services through SMS texting: For help, text "HELP" to 73955. To cancel your plan, text "STOP" to 73955 at any time. In case of questions please contact us by calling 866-487-2226 or email at ContactUSB@unionsavings.com.

- 1. Definitions.** For the purposes of this Mobile Banking Services section of the Agreement, “Mobile Banking Services” refers to the Business Online Services described in this section of the Agreement. “Device” means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic.
- 2. Requirements.** You understand and agree that you at your sole cost and expense must use a Device that meets all technical requirements for the proper delivery of the Mobile Banking Services and that fulfills your obligation to obtain and maintain secure access to the Internet. Currently, Mobile Banking Services are only accessible through Devices that run on the iOS and Android mobile operating systems. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the Mobile Banking Services, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the

payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Mobile Banking Services. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Mobile Banking Services and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, upgrades and replacements. Bank is not responsible for, and you hereby release Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. Bank is not responsible for, and you hereby release Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your computer hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. Bank hereby advises you, and you hereby agree to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

- 3. Format of Mobile Banking Services.** The Mobile Banking Services may be provided in one or more formats, including without limitation, SMS text messaging, a downloadable application (“Application”), and mobile web browser. Not all methods will be available on all Devices. Certain Business Online functions and features may not be available with every format or method by which we deliver or you receive the Mobile Banking Services. You agree to provide accurate source identification (i.e. the Device's mobile phone number for SMS messages) of any SMS messages sent by you. **YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR E-MAIL ACCOUNT MAY BE ABLE TO VIEW THEIR CONTENT.**

The Bank may change the Mobile Banking Services at any time, and refuse to process any transaction through the Mobile Banking Services. You are required to know and understand how to use the Mobile Banking Services, as they may be changed or upgraded from time to time. The Bank shall not be liable to you for any losses caused by your failure to properly use either the Mobile Banking Services or your Device. You acknowledge that there may be transactions on your Account that are not yet reflected on information displayed through the Mobile Banking Services, and consequently the Bank does not guarantee that the information conveyed by the Mobile Banking Services is up to date or accurate. Except as otherwise required by law, the Bank is also not liable for any delays, failure to deliver, or misdirected delivery of any communication; for any deletions or failure to store any user data; for any personalization settings; for any errors in the content of a communication; or for any actions taken or not taken by the Bank or any third party in reliance on a communication.

The Bank will send alerts by email, which may be received by SMS text message (with an opportunity to opt-out via the Application or Device), directly relating to the Mobile Banking Services. The Bank will not send you advertisements or promotions by SMS text message service. The Bank may send you by e-mail and/or by other

methods, communications relating to the Mobile Banking Services including without limitation advertisements and/or promotions of all kinds.

4. **Accurate Information.** You warrant and represent that all information that you provide to the Bank in connection with the Mobile Banking Services is accurate, current and complete. You will not misrepresent your identity or Account information to the Bank. YOU AGREE THAT THE BANK WILL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION THAT YOU PROVIDE TO THE BANK.
5. **Security.** The same credentials (User ID and password) that you use for Business Online will also be used when accessing the Mobile Banking Services. You agree to use the Mobile Banking Services carefully, to keep User ID's, Passwords, security procedures, PINs or other authorization credentials for using the Mobile Banking Services confidential and secure and not share them with others. The Bank shall be entitled to presume that any person using your User ID and Password or possessing your security information is authorized to receive information about and perform transactions on the accounts accessible through use of the Mobile Banking Services. You agree not to leave your Device unattended while logged into the Mobile Banking Services and to log out immediately at the completion of each mobile banking session. EXCEPT AS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT THE BANK WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR USER ID, PASSWORD, SECURITY INFORMATION OR ACCOUNT, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. FURTHERMORE, THE BANK IS NOT LIABLE TO YOU FOR ANY LOSSES INCURRED AS A RESULT OF THE THEFT, LOSS OR MISAPPROPRIATION OF YOUR DEVICE OR LOSSES INCURRED AS A RESULT OF THE THEFT, LOSS OR MISAPPROPRIATION OF ANY DATA OR INFORMATION STORED ON YOUR DEVICE. You agree not to provide other persons with access to the Mobile Banking Services using your User ID, Password, or other security information or credentials, nor will you impersonate or use anyone else's User ID, Password, or other security information or credentials at any time, even if authorized by that person to do so.
6. **Lost or Stolen Mobile Device or Password; Unauthorized Transfers.** If you believe your Device, User ID, Password, security procedures or any other authorization credential has been lost, stolen compromised or that someone has transferred or may transfer funds from your Account without your authorization, contact us AT ONCE at 866-487-2226. The best way to minimize your loss is to contact us immediately.
7. **Termination.** You will have access to the Mobile Banking Services until terminated by the Bank, by you, or by a third party such as your Carrier or Device vendor. You may cancel participation in the Mobile Banking Services by following the steps provided in the downloadable Application or in the Business Online system. You can remove the downloadable Application from your Device or otherwise unsubscribe from the applicable Mobile Banking Services. You agree that the Bank

or its third party vendors may change or cancel the Mobile Banking Services, or may suspend your access to the Mobile Banking Services at any time without notice and for any reason, including but not limited to your non-use of the Mobile Banking Services. The Bank and its third party vendors shall not be liable for any modification or discontinuance of the Mobile Banking Services. Termination shall not affect your liability under this Agreement for transactions commenced or accepted by the Bank on your behalf.

VII. Mobile Deposit Services

The Services described in this Mobile Deposit Services section are designed to enable you to make deposits of paper checks (“Original Checks”) to your checking, savings, or money market accounts from home or elsewhere by using your camera-enabled mobile Device to capture digital images of the Original Checks and then transmitting the digital images and associated deposit information (“Images”) to us or our designated processor.

1. **Definitions.** For the purposes of this Mobile Deposit Services section of the Agreement, “Mobile Deposit Services” refers to the Business Online Services described in this section of the Agreement. “Device” means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic.
2. **Guidelines.** Downloading the USB Mobile Banking App / USB Business Mobile App (Available in iTunes and Google Play App Stores) also allows you to have access to mobile remote deposit. Using your eligible mobile device, you can take an image of the completed front and back of your check for deposit. If we receive a scanned item before 4:00pm (Eastern Time) on a business day, your funds will usually be available the next business day. If we receive a scanned item after 4:00pm (Eastern Time) on a non-business day, we will consider that the deposit was made on the next business day. Funds that are deposited using mobile remote deposit may not be available immediately for withdrawal. Check eligibility and endorsement requirements that are not followed as outlined may be delayed.
3. **Default Limits.** Union Savings Bank will apply limits on the dollar amounts and number of deposits as listed below. Limits may vary based on the length of time you have a checking account with Union Savings Bank and the balances you maintain.

- Single Deposit Limit- \$10,000
- Daily Deposit Limit-\$10,000
- Daily Count Limit – 10

4. **Eligibility.** In order to be eligible to use the Mobile Deposit Services, you must be an individual or joint accountholder (consumers) on checking, savings or money market Accounts at the Bank. You may use the Mobile Deposit Services only for personal, family or household use and not for business or commercial purposes. Furthermore, you

must be a registered Business Online user and you must have satisfied the Bank's qualification requirements.

5. **Qualifications.** Use of the Mobile Deposit Services is a privilege that we may provide to you when you satisfy certain criteria as may exist and be modified from time to time. In addition, the Mobile Deposit Services may be withdrawn/withheld/suspended by us at any time and without prior notice or reason or cause.
6. **Requirements.** You understand and agree that you at your sole cost and expense must use a mobile Device that meets all technical requirements for the proper delivery of the Mobile Deposit Services and that fulfills your obligation to obtain and maintain secure access to the Internet. Currently, the Service is only accessible through Devices that run on the iOS and Android mobile operating systems. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the Mobile Deposit Services, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Mobile Deposit Services. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Mobile Deposit Services and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, upgrades and replacements. Bank is not responsible for, and you hereby release Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. Bank is not responsible for, and you hereby release Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your computer hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. Bank hereby advises you, and you hereby agree to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.
7. **Required Information and Image Quality.** Each Image must provide all information on the front and back of the Original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original check and any endorsements applied to the back of the Original Check. You agree to restrictively endorse any item transmitted through the Mobile Deposit Services as "For deposit only, account # _____" or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. Each Image must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Bank, American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
8. **Fees and Charges.** You agree to pay for the Mobile Deposit Services in accordance with the Bank's "Schedule of Fees and Charges" for deposit accounts and as it may be

amended from time to time. We may add to, enhance or otherwise change the Mobile Deposit Services and by using such added or enhanced features, you agree to any applicable fees and charges. Currently, there is no charge for the Mobile Deposit Services.

9. **Eligible Items.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC (“Reg CC”). You agree that the Image of the check that is transmitted to Bank (each such check and other item a “Check” and, if more than one, “Checks”) shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You also acknowledge and agree that deposits that you make using this Mobile Deposit Services are not “Electronic Fund Transfers” as that term is defined in the Electronic Fund Transfer Act and its implementing regulation, Regulation E.

10. **Permitted Items.** You agree to use the Mobile Deposit Services to deposit only the following checks to your checking, savings or money market account at Bank:
 - Checks that are properly payable to you or to another person that owns the Account to which the check is being deposited;
 - Checks that are drawn on a financial institution that is located within the United States or Territories of the United States;
 - Checks that are not prohibited by the Bank’s then current procedures and are not in violation of any law, rule or regulation.

11. **Prohibited Items.** You agree that you **will not** use the service to deposit any checks to your checking, savings or money market account at Bank as follows (each a “Prohibited Check”):
 - Checks that are payable to any person or entity other than you or another owner of the Account that the check is being deposited into;
 - Checks or items drawn or otherwise issued by you or any other person on any of your Accounts or any Account on which you are an authorized signer or joint account owner;
 - Checks that you know or suspect or should know or suspect are altered on the front of the check or item or otherwise not authorized by the owner of the account on which the check or item is drawn;
 - Checks that have previously been submitted through the Mobile Deposit Services, the Bank’s remote deposit capture (RDC) service or through a mobile deposit capture or remote deposit capture service offered by any other financial institution;
 - Checks that have been previously returned unpaid by the financial institution on which they are drawn;
 - Checks that are prohibited by Bank’s then current procedures pertaining to the Mobile Deposit Services or are in violation of any law, rule or regulation or which are otherwise not acceptable under the terms of the Bank’s Deposit Account Agreement;
 - Checks on which the numerical and written amount are different;
 - Checks that are dated more than six (6) months prior to the date of deposit;

- Checks that are in any way incomplete;
- Checks that are payable jointly, unless deposited into a deposit Account in the name of all payees;
- Checks that have not been previously endorsed by a bank and are either “substitute checks” (as defined in Regulation CC or other applicable federal law or regulation) or “image replacement documents” that purport to be substitute checks, without Bank’s prior written consent;
- Checks that are remotely created checks as defined in Regulation CC, or are remotely created payment orders.
- Checks that are not payable in United States currency;
- Checks that are drawn on financial institutions that are located outside of the United States or Territories of the United States;
- Checks that have any endorsement on the back other than that specified in this Agreement;

If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney’s fees) that Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if after first having obtained Bank’s written consent to do so, you use the Mobile Deposit Services to provide Bank with an electronic representation of a substitute Check for deposit into an Account instead of an Original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney’s fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

12. **Receipt of Deposit.** All Images processed for deposit through the Mobile Deposit Services will be treated as “deposits” under this Agreement and the Bank’s Deposit Account Agreement. We will not be deemed to have received an Image for deposit until we have confirmed completion of your deposit. If, on any Business Day, you transmit a deposit using the Mobile Deposit Services before 4 p.m. Eastern Time, the Bank will consider that day to be the day of deposit. You will receive a message from us through Business Online confirming your deposit. However, we may reject your deposit at any time after you have submitted it for processing. If we reject a deposit you will receive a message from us through Business Online (usually on the same Business Day you made your deposit, but after 4:00 p.m. Eastern Time). Deposits transmitted to us after 4:00 p.m. Eastern Time will be processed the next Business Day. Every day is a Business Day except Saturdays, Sundays and Federal holidays.
13. **Funds Availability.** Funds from items deposited using the Mobile Deposit Services will generally be available on the Business Day after the day of your deposit. However, the Bank may make such funds available later based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information and such other factors as Bank, in its sole discretion, deems relevant. You agree that Bank is not liable to you in the event it delays availability of funds from such deposits.

14. **Retention and Disposal of Transmitted Items.** Upon your receipt of confirmation from the Bank that your deposit is complete, you will write “Deposited via Mobile” and the date of the deposit on the Original Check. You will then securely store the Original Check for seven (7) days and make the Original Check accessible to us at our request before it is destroyed. Upon our request, you will deliver to us within two (2) Business Days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount may be reversed from the Account in which the item was originally deposited. When the seven (7) day retention period expires, you will destroy the Original Check by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Original Check, the Image will be the sole evidence of the Original Check.
15. **Returned Deposits.** Any checks deposited through the Mobile Deposit Services are provisionally credited to your Account. As used herein, “Provisionally” means that the deposit is made to your Account subject to final payment of the Checks and subject to the terms of the Bank’s Deposit Account Agreement. If Original Checks deposited through the Mobile Deposit Services are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason including, but not limited to, issues relating to the quality of the Image, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an Image of the Original Check, a paper reproduction of the Original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you. We may debit any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made in a timely manner.
16. **Availability of the Mobile Deposit Services.** The Mobile Deposit Services are generally available 7 days a week, 24 hours a day. At certain times, the Mobile Deposit Services may not be available due to system maintenance or technical difficulties, including those of the wireless service provider, the software or circumstances beyond our control. The Bank is not responsible for the unavailability of the Mobile Deposit Services or any damages that may result from its unavailability and the Bank is not responsible for providing an alternate method of remote deposit if the Mobile Deposit Services are not available. If you are not able to use the Mobile Deposit Services to make deposits, you may physically mail or deliver your deposits to our retail banking offices or through our ATMs that accept deposits. The deposit of Original Checks at a retail banking office or at an ATM will be governed by the terms and conditions contained in Bank’s Deposit Account Agreement and not by the terms of this Agreement.
17. **Compliance with Law.** You will use the Mobile Deposit Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to comply with all existing and future operating procedures used by Bank for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulation, orders, guidelines, operating circulars and pronouncements, affecting Checks and items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and

any clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, regulations, and laws (collectively the “Rules”) are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.

18. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Images to us or if the Mobile Deposit Services are used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.
19. **Your Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees and agents against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney’s fees and expenses arising from your use of the Mobile Deposit Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.
20. **Cooperation with Investigation.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by producing upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit Services in your possession and your records relating to such items and transmissions.
21. **Ownership and License.** You agree that Bank and/or its service provider(s) retain all ownership and proprietary rights in the Mobile Deposit Services, associated content, technology and website(s). Your use of the Mobile Deposit Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, your breach of this Agreement immediately terminates your right to use the Mobile Deposit Services. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Bank’s business interest, or (iii) to Bank’s actual or potential economic disadvantage in any aspect. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile Deposit Services, copy or reproduce all or any part of the technology or Mobile Deposit Services; or interfere, or attempt to interfere, with the technology or Mobile Deposit Services.

VIII. Additional Information about the Services.

A. Processing Fund Transfers.

We can process a Transfer until 6:00 p.m. ET (Eastern Time) on a Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day. You agree we may deduct funds from your Account on the Transfer Day, or the day prior to the Transfer Day, of each Transfer from your Account. If the date you schedule a Transfer is not a Transfer Day, we will process your transaction the next Transfer

Day. We may refuse to act on your Transfer instructions if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer, or we may make the Transfer and overdraw your Account. In either event, you are responsible for any non-sufficient funds (“NSF”) charges that may apply.

B. Transfer(s) from Savings/Money Market Deposit Accounts.

Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per month. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each month. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

C. Linking Accounts.

You may link Accounts owned by other persons or entities for access by your company and its Users in Business Online only when expressly authorized to do so by the owners of those linked accounts who have given this authorization with full knowledge that the Primary User shall be entitled to personally access and act on all linked accounts and shall have the authority to entitle other Users to access and act on the linked accounts. It is your sole and exclusive responsibility to obtain this authorization from all linked account owners after informing them of the Primary User entitlements/authorizations. All requests for linking accounts are subject to review and approval by Union Savings Bank. If you link personal and/or business accounts of multiple entities, you hereby agree on behalf of each separate person or entity owning the linked account(s) to be subject to the terms and conditions of this Agreement. You may elect, at your own risk and that of each owner of each linked Account, but expressly not at the risk of the Bank, to use a common Company ID for accessing Business Online for all linked accounts.

D. Limitations.

Your use of the Services is subject to the following limitations:

1. Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Transfers and Payments can be made only with U.S. currency.

2. Frequency.

In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

3. Foreign transactions.

No Payments may be made to Payees outside the United States.

Additional limitations may be contained in this Agreement or the applicable Service Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law. Customer agrees to abide by and honor the limits or restrictions established by Bank. Customer also agrees that Bank shall have no liability to Customer for refusal to process any transaction or to act on any request by Customer that exceeds the limits or restrictions established by Bank.

IX. Parties' Responsibilities

Responsibilities of the Customer

1. Authorized Use of Services by Other Persons

The Customer is responsible for keeping the Security Procedures and Account data confidential. The Bank is entitled to act on transaction instructions received using the Security Procedures, and the Customer agrees the use of the Security Procedures will have the same effect as their signature authorizing the transaction. The Customer agrees to be unconditionally and without limitation liable for all transactions effectuated by use of the Security Procedures, whether authorized or unauthorized, and whether utilized by an employee or some other person. If the Customer authorizes other persons to use the Security Procedures in any manner, their authorization will be considered unlimited in amount and manner until the Customer has notified the Bank in writing that the authorization has been revoked and the User ID and Password have been changed. The Customer is responsible for any transactions made by such persons until the Bank has been notified by the Customer that transfers by that person are no longer authorized and the Bank has a reasonable opportunity to act upon the change.

2. Reporting Unauthorized Transactions

Customer should notify the Bank immediately if Customer believes a User ID or Password has been lost or stolen, that someone has gained access to the Security Procedures, or that someone has transferred or may transfer money from Customer's Account without permission or if Customer suspects any fraudulent activity on Customer's Account. To notify us, call us at 866-487-2226 between 8:30 a.m. and

5:00 p.m. during a Business Day or email
BusinessOnlineSupport@unionsavings.com.

3. Customer's Duty to Inspect

Customer shall inspect all reports and statements, whether online or in paper format, and other material evidencing the output of the Service(s) performed by Bank. Customer must report all errors and unauthorized transactions to the Bank for Services performed and indicated in the reports and statements and other material evidencing the output of the Service(s) or otherwise reported to Customer daily by the close of business on the banking day following the day on which the Service(s) is rendered. Customer must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error or unauthorized transaction is made. Failure of Customer to promptly report errors and unauthorized transactions within such specified time shall preclude Customer from asserting against the Bank any claims arising from the error or unauthorized transaction or any loss caused by the error or unauthorized transaction.

4. Data and Information Supplied by Customer

Customer shall transmit or deliver data and other information in the format and on the media provided for in the Service Agreement and the Operating Instructions if applicable or as otherwise required by the Bank in conjunction with rendering the Service(s) selected by Customer. Customer shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. Customer acknowledges and agrees that Bank shall not examine the data for correctness and the Bank shall not have any responsibility for detecting errors in the data transmitted by the Customer. The data transmitted by Customer must be legible, correct and complete. Bank shall not process, and Bank shall not be liable to Customer for failure to process, the data if it is not in the format specified by Bank or if the data is incomplete. Bank shall not be liable for errors or omissions caused by data that is rejected as the result of Customer's failure to provide the data in accordance with the standards specified in the Agreement or any applicable Service Agreement and the Operating Instructions.

5. Financial Information

Bank may from time to time request information from Customer in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If Customer refuses to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of Customer is unacceptable, Bank may terminate the Service according to the provisions hereof. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

6. Deadlines

Customer shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Agreement or any applicable Service Agreement and the Operating Instructions. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

7. Payment for Services

Customer agrees to pay Bank the fees established by Bank for rendering the Services under the terms of this Agreement and the Service Agreement. The fees are listed in our Schedule of Fees, which you acknowledge receipt of and which are incorporated herein by reference and made a part of this Agreement. Customer hereby authorizes Bank, at Bank's option, to charge Customer's account(s) maintained with Bank for such fees or, for business accounts, to impose or charge such fees to Customer indirectly through account analysis and balance requirements. In addition to the Service fees, customer agrees to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to Customer (excluding any income tax payable by Bank). Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties.

8. Use of Services

Customer will use the Services only for its own internal business use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, Customer agrees not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party, except as expressly permitted by Bank hereunder.

The Bank's Responsibilities

1. Bank agrees to use commercially reasonable care in rendering Services under this Agreement. Customer recognizes and agrees that commercially reasonable care does not mean error free; however, the Bank will be liable under this Agreement only for Bank's own gross negligence or willful misconduct even if customer has advised Bank of the possibility of injury to Customer or others. Without limiting the generality of the foregoing, the Bank will make reasonable efforts to meet established schedules; however, all schedules shall be subject to the Bank's convenience, and may be shifted or postponed without notice to the Customer. The Bank shall have the right to delegate its duty to perform Services hereunder to an appropriate third party as determined by the Bank in its sole discretion. While the Bank shall have the right to delegate its duty to perform under this Agreement, it shall be under no obligation to do so. The Bank will honor the Customer's transactions and instructions only when the Customer has complied with this Agreement.
2. Suspension of Service. Bank may temporarily suspend or interrupt the operation of any of the Services for any reason without notice or liability to Customer. Upon

suspension of any such Service, Bank shall provide notice to Customer and will use reasonable efforts to have the service restored as promptly as possible.

3. The Bank's sole responsibility for an error in a Transfer or Payment will be to correct the error. Without limiting the generality of the forgoing, Bank will not be responsible for errors, interruptions, or failures of Bank's Services as result of:
 - a. a system failure or other unforeseen acts or circumstances;
 - b. any malfunction of Customer's computer or any computer virus or other problems related to Customer's computer equipment used with Bank's Services;
 - c. the malfunction or misapplication of any system Customer uses, including a browser.

4. Bank shall not be responsible or liable for any transaction or instruction that
 - a. exceeds the Customer's collected and available funds on deposit with the Bank;
 - b. is not in accordance with any condition indicated by the Customer and agreed to by the Bank;
 - c. the Bank has reason to believe may not be authorized by the Customer;
 - d. involves funds subject to hold, dispute, or legal process preventing their withdrawal;
 - e. would violate any provision of any present or future risk control program of any current or future rule or regulation of any federal or state regulatory authority;
 - f. is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or,
 - g. for the protection of the Bank or Customer, the Bank has reasonable cause not to honor.

X. Confidential Information and Proprietary Right In Data

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Bank by the Customer in connection with this Agreement is confidential. Bank shall not, without the express written consent of the Customer, disclose or permit access to any such information by any person, firm or corporation and Bank shall cause its officers, employees, and agents to take such action as shall be necessary or advisable to preserve and protect the confidentiality of and to restrict such information to persons required to have access thereto for the performance of this Agreement, or to any other party to which the Bank may be required by law to report such information. Customer agrees to hold confidential and to use only in connection with the Service provided under this Agreement all information furnished to Customer by Bank or by third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should Customer at any time receive or acquire any information relating to another customer of the Bank, Customer shall promptly return such information to Bank and not reveal such

information to any other party and shall not make use of such information for its own benefit. Bank and Customer's obligations and agreements under this paragraph shall not apply to any information supplied that: was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and the Customer agrees to the release of the Customer's reports, information, assurances, or other data as may be required by them under applicable laws and regulations. Customer agrees that any specifications or programs developed by the Bank in connection with this Agreement or supplied or made available to Customer by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement.

XI. Termination

This Agreement shall remain in full force and effect from the date hereof until such time as this Agreement is terminated by either party as hereinafter provided:

This Agreement may be terminated at any time by either party upon prior notice to the other party, provided, however, that the Agreement shall remain in force with respect to any transactions initiated prior to the effective time of such termination until such transactions are fully completed, as determined by Bank.

Notwithstanding the foregoing, Bank may immediately terminate this Agreement without notice if, in Bank's sole discretion, Bank determines that Customer has abused the Service or if Bank believes that it will suffer a loss or other damage if the Agreement is not terminated.

Bank's election to terminate this Agreement is in addition to other remedies that may be available to the Bank, and will not affect any obligations Customer may have to Bank arising prior to such termination. Any reinstatement of Services under this Agreement will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

Upon termination, any property or rights of the other party, tangible or intangible, shall be returned to it within thirty (30) days after the later to occur of (i) termination of the Agreement, or (ii) the last date that Bank receives any such property or rights.

Upon termination of this Agreement, (i) Customer will promptly pay to Bank all sums due or to become due under this Agreement, (ii) then and thereafter, Customer shall have no further right to make use of the Services or any system or software which may have been provided in connection with any Service.

Bank and Customer agree that Article VIII.; Article XI; Article XIII. Sections C., K., L., Q., R., S., and T., survive the termination of this Agreement.

XII. Changes in Terms and other Amendments

The Bank may amend the terms of this Agreement or alter, change, or modify the Services provided under the terms of this Agreement (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion with or without giving prior written notice to Customer. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments. Customer's continued use of the Services shall constitute Customer's agreement to such amendment. No amendments requested by the Customer shall be effective unless received in writing by Bank and agreed to by the Bank in writing.

XIII. Other Provisions

A. Electronic Notices.

THIS SECTION CONTAINS IMPORTANT INFORMATION ABOUT ELECTRONIC NOTICES. PLEASE READ CAREFULLY.

By signing and returning the signature section of this Agreement, you are giving your consent for us to deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means. You may withdraw your consent to receipt of electronic notices and required disclosures or change your e-mail address or electronic contact information by sending a message to us at **ContactUs@unionsavings.com** or writing to us at Union Savings Bank, Attn: **Customer Service, 225 Main St., Danbury, CT 06810**. If you withdraw your consent, we reserve the right to terminate your participation in these Services.

You may use e-mail to contact us about inquiries, maintenance and/or problems you encounter with the Services. E-mail may not be a secure method of communication. Thus, we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen User ID and Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, customers should call us at **866-487-2226**.

B. Hours of Operation.

Our representatives are available to assist you from the hours of **7:00 a.m. to 8:00 p.m.**, ET (Eastern Time) **Monday through Friday**, 8:30 a.m. to 1:00 p.m. ET (Eastern Time) Saturday except holidays, by calling **866-487-2226**.

C. Ownership of Website.

The content, information and offers on our website are copyrighted by us and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

D. Geographic Restrictions.

The Services described in this Agreement and any application for credit or deposit services available at our web site are offered solely to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

E. Contact Information.

In case of questions about your electronic transactions, contact customer service at:

Union Savings Bank
ATTN: Customer Service
225 Main Street
P.O. Box 647
Danbury, CT 06813-0647

Phone number: 866-487-2226
Email: ContactUs@unionsavings.com

F. Authority.

Customer hereby represents and warrants that he/she/it has full right, authority and power to execute, deliver and perform this Agreement and, if Customer is an entity or organization rather than a natural person, that the execution, delivery and performance of this Agreement has been duly authorized by all necessary Customer actions, including appropriate Customer resolution.

G. Services Requested by Customer.

Bank shall perform the Services selected by Customer in accordance with the terms and conditions of this Agreement, and where applicable, the Service Agreement and the Operating Instructions governing the selected Service. The Service Agreements and Operating Instructions for the Services selected by Customer are hereby incorporated by reference and are made a part hereof. Customer may not use the Service until the Service Agreement has been signed and the Service Agreement has been accepted by Bank. If there is a conflict between a Service Agreement and this Agreement, the terms of the Service Agreement shall control but only to the extent necessary to resolve the conflict. Use of a Service under an existing Service Agreement will constitute affirmation

that Customer agrees to and is bound by the terms and conditions of this Agreement and the applicable Service Agreement. Customer may select additional Services or delete Services, but no such selection or deletion shall be binding upon Bank until such time as Bank shall have received valid authorization of the Customer's election to increase or delete Services and Bank shall have acted upon such authorization. Bank shall have a reasonable time after receipt of such notice to implement the requested Service. Service Agreements relating to the Services selected by Customer shall be executed at the time the Services are requested.

H. Effective Dates.

The effective date of this Agreement shall be the date upon which the Agreement is executed by Customer and accepted by Bank. The effective date of the Service Agreements and Operating Instructions and the implementation date of the Services shall be the dates specified in those agreements. Bank shall have no obligation to deliver or render the Service(s) until the dates specified in the Service Agreements and Operating Instructions.

I. Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, Customer's ability to connect to the Internet, or Bank's ability to connect to the Internet on Customer's behalf.

J. Stop Payment Orders.

Unless otherwise specified in any applicable Service Agreement or Operating Instructions, any stop payment order which Customer wishes to place on a check drawn on an Account that is the subject of this Service or is otherwise related to this Service shall be placed in accordance with the Bank's normal stop payment procedures and provisions for other accounts in effect at that time. Notwithstanding the foregoing, If Customer has elected to issue stop payment orders via Business Online (a "Stop Payment"), the following provisions shall apply:

1. Customer has requested Bank to provide Stop Payment Services under Business Online to enable Customer to electronically issue stop payment entries ("Stop Payment Request").

2. Customer may submit Stop Payment Requests only for checks that have not yet posted to the Account. Thus, prior to submitting Stop Payment Requests, Customer must first verify that the checks have not posted to the Account.

3. Customer understands and agrees that Stop Payment Requests will not take effect unless Customer provides all the information requested by the Stop Payment screens and provide such information exactly as it appears on the check, including, but not limited to, the account number, check number, amount, payee and date. Customer acknowledges that the computer programs used to provide the Stop Payment Services require exact information regarding the check and even minor errors in providing the exact information requested may prevent payment from being stopped.

4. Stop Payment Requests that Bank receives prior to 6:00 PM (Eastern Time) on a particular Business Day, will be effective on that Business Day. Conversely, Stop Payment Requests that Bank receives after that cut-off time will take effect on the next Business Day. The Business Day on which the Stop Payment Request takes effect is referred as the "Stop Payment Effective Date." Bank shall not be liable to Customer for items otherwise properly payable that Bank pays prior to the Stop Payment Effective Date of Customer's Stop Payment Request or any loss arising out of such payment.

5. A Stop Payment Request will be effective for six months, from and including the Stop Payment Effective Date. Customer may renew or otherwise continue the effectiveness of a Stop Payment Request by making a new Stop Payment Request via Business Online at least one Business Day prior to the expiration of the existing Stop Payment Request. Customer acknowledges that we are not obligated to stop payment on a check after the expiration of a Stop Payment Request; however, Customer agrees that Bank may stop payment according to an expired Stop Payment Request without incurring any liability to Customer. Customer further understands and agrees that Customer, and not Bank, have the obligation to monitor Customer's Stop Payment Requests and that Bank will not provide Customer with any notice of the expiration dates of any Stop Payment Request and/or the need to renew any such requests.

6. Customer understands and agrees that Bank will accept a Stop Payment Request and use reasonable procedures to locate and stop payment on the check however, in consideration of Bank's acceptance of the Stop Payment Request, Customer expressly agrees to hold Bank harmless from any direct or indirect damages if Bank pays the check (i) on the day Bank receives the Stop Payment Request, or (ii) by reason of oversight or inadvertence. Furthermore, Customer hereby agrees that Bank will not be liable to Customer for any direct or indirect damages if other checks drawn by Customer are returned NSF because Bank pays the check under the circumstances noted in (i) or (ii) herein. Customer further agrees to indemnify Bank against all expenses and costs that Bank might incur by reason of stopping payment on a check pursuant to a Stop Payment Request, whether it expired or not.

7. Customer hereby authorizes Bank to automatically charge the Account against which the check was drawn for applicable Stop Payment fees for each Stop Payment Request and renewal thereof.

K. Limitation of Liability.

- i. TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER AGREES THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY CUSTOMER OF ANY SERVICE EVEN IF CUSTOMER, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- ii. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- iii. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE SERVICES SHALL BE AT CUSTOMER'S SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.
- iv. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO CUSTOMER OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.
- v. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO CUSTOMER AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, CUSTOMER'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, CUSTOMER'S SOFTWARE, OR CUSTOMER'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR

COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT CUSTOMER USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- vi. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM CUSTOMER TO BANK OR FROM BANK TO CUSTOMER. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING CUSTOMER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE.
- vii. BECAUSE BUSINESS ONLINE SERVICES USE INFORMATION IN OUR DATABASES THAT MAY NOT NECESSARILY REFLECT ALL CURRENT TRANSACTIONS, WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SUPPLIED TO YOU THROUGH BUSINESS ONLINE AND THE TREASURY MANAGEMENT SERVICES REGARDING YOUR ACCOUNTS.

L. Compliance with Laws, Rules, and Regulations.

Customer agrees to comply with all existing and future operating procedures used by the Bank for processing of transactions. Customer further agrees to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA) and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

M. Relationship of Parties.

Customer and Bank acknowledge and agree that the relationship of Bank and Customer is that of an independent contractor and that this Agreement does not

establish or create a general agency, joint venture, partnership, or employment relationship between them.

N. Force Majeure.

The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by Customer or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

O. Business Resumption.

If for some reason or another, you cannot initiate online transactions via Business Online, you agree that we may refer to and rely upon the authorizations contained in your Security Procedures to enable your Users to initiate transactions under the Services that we will process manually. Such authorizations will control over any other lesser authorizations, including, but not limited to, those set forth in your Account resolution, or signature cards.

P. Reimbursement.

Any reimbursement by Bank for any liability hereunder may be made either directly to Customer or by adjustment of the aggregate ledger and collected balances of Customer's accounts.

Q. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Agreement, Customer will be liable for, hold harmless, and will indemnify Bank, and its employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of Customer's failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's gross negligence or willful misconduct, Customer agrees to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Customer or User, (iii) Customer's breach of any of Customer's covenants, agreements, responsibilities, representations or warranties under this

Agreement, and/or (iv) Customer's breach of applicable laws, rules or regulations.

R. Governing Law

The rights and obligations of the parties to this Agreement shall be governed by the laws of the State of Connecticut without regard to its conflicts of laws provisions.

S. Attorneys' Fees

Customer agrees to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums Customer owes to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to Customer's Account(s) or the Services rendered by Bank under this Agreement. Customer also agrees to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by Customer, or on Customer's behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to Customer for attorneys' fees incurred by Customer in any action brought by Customer against Bank.

T. Miscellaneous Provisions

- i Headings. The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.
- ii Severability. The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- iii Waiver. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of Customer shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.
- iv Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
- v Incorporation by Reference. Each exhibit and appendix to this Agreement and each exhibit to each such appendix (including the Service Agreements and their respective Operating Instructions) which are referred to herein or are attached hereto, as amended from time to time pursuant to the provisions hereof, shall be deemed incorporated herein by reference thereto and shall become a part of this Agreement as if fully set forth herein.
- vi Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

- vii Transfers and Assignments. Customer may not transfer or assign any rights or obligations under this Agreement without Bank's prior written consent.
- viii Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the Services provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.
- ix Eligibility Requirements. To be eligible for the Services provided in this Agreement you must be operating as a validly existing business entity in good standing. Approval of your application will be determined in the sole discretion of the Bank. The Bank's willingness to enter into this Agreement with you is dependent on your financial condition, and will be subject to periodic review by the Bank.
- x Credit Report. You agree and authorize the Bank directly or through an agent, to obtain your credit report in connection with your application for access and, in the Bank's sole discretion, at later dates, in connection with your use of Business Online.
- xi Links to Other Sites. For your convenience the Bank may provide links to other web sites that are not under the control of the Bank. The Bank makes no warranties either express or implied, concerning the content of such sites, including the operations, programming and conduct of transactions over such sites. The Bank disclaims all liability of any kind whatsoever arising out of your use of, or inability to use such third party web sites, the use of your information by such third parties, and the security of information you provide to such third parties.

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EXHIBIT 1

Union Savings Bank

Business Online Treasury Management Service Agreement

SECURITY PROCEDURES

The Security Procedures will be the entry of a User ID, Company ID and Password when logging on to Business Online. Any Out of Band Authentication measures required by Bank shall also be considered part of the Security Procedures, as applicable.

Union Savings Bank will perform the initial set-up of each Administrative User and will provide Out of Band Authentication (e.g. Tokens) for certain Services involving Payments outside of the Bank, including but not limited to ACH transactions. An Administrative User will provide each User with a User ID and initial Password. The User will be forced to change this Password to a private personal Password upon first access to the system. Use of the User ID and Password is required each time the Administrative User or User logs on and requests access to Business Online. A User ID and personal Password, when used together, identify Users. An Administrative User is responsible for determining the Accounts and Business Online functions that each User is allowed to access as well as what privileges and Services an Account has.

Customer agrees to comply with the Security Procedures described herein with respect to Customer's access to Account information or to provide instructions and payment orders for Funds Transfers (which may include ACH Transfers, Bill Payment, Internal Transfers, or Stop Payment Orders) to Bank through Business Online.

The Bank strongly recommends the following precautions:

- Memorize your User ID, Company ID and Password.
- If you must keep it written down, it should be stored in a secure location under lock and key.
- Do not walk away from your computer during an On-Line session.
- Use the Log Off function after each session.
- Change your Password periodically.

Customer agrees to keep all Security Procedures protected, secure, and strictly confidential and to provide or make available the same only to Users. Customer agrees to instruct each User not to disclose or provide any Security Procedures to any unauthorized person. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if Customer believes that any Security Procedures have been stolen, compromised, or otherwise become known to persons other than Users or if Customer believes that any Service transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Bank may establish new Security Procedures as soon as reasonably practicable, but Bank shall not be liable to Customer or any third party for any delay in taking such actions. Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, any time and from time to time at Bank's discretion. Bank will endeavor to give Customer reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believes such change to be necessary or desirable

to protect the security of Bank's systems and assets. Customer's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

Step up Authentication. "Step up Authentication" is designed to provide enhanced security and help protect against fraudulent online activity. The Step up Authentication solution is designed to reduce the risk of fraud by confirming User identity when accessing Business Online by device profiling and Out-of-Band Authentication. Specifically, this solution includes the following components:

Complex Device Profiling - During Business Online login, extensive details about your device (e.g. computer, tablet, etc.) and network are gathered and evaluated for comparison with your typical behavior, looking for any indication that fraud may be involved in the login ("Device Profiling"). The result of this evaluation is used to determine if additional security steps are needed in the login process.

Based on the results of the Device Profiling and the login authentication, Business Online may require an additional Out-Of-Band Authentication step. Out-Of-Band Authentication allows you to confirm your identity through the use of a one-time security code you would receive through either an automated voice call or a text message.

If Step Up Authentication is used by Customer, Customer agrees that it is considered part of the Security Procedures.