



Deposit Account Agreement

for BrioDirect Clients

Effective Date: February 1, 2022



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Welcome to Webster Bank

This agreement contains important information concerning your account with Webster Bank. Please read this agreement and keep it with your other bank records.

This agreement and your other account documents, together with any changes we may later make to them, serve as our contract with you governing your deposit account. If you have any questions concerning your accounts, please call us at **877-369-BRIO (877-369-2746)**. Thank you for allowing us to handle your banking needs.

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Part I. General Provisions

A: Understanding This Agreement

- 1. Introduction:** This deposit account agreement (the “Agreement”) contains the terms and conditions governing consumer and business deposit accounts at Webster Bank or at any of its divisions for accounts marketed under the Webster Bank BrioDirect sub-brand, which are collectively referred to in this Agreement as “Webster,” “Bank,” “we,” “us,” and “our.” In addition, the Bank provides an E-Sign Disclosure and Consent (“E-Sign Agreement”), a Funds Availability Policy, Fee Schedule, U.S. Consumer Privacy Notice, and various account disclosures, as required by the Truth-in-Savings Act and other laws and regulations, all of which, as they may be amended from time to time, are collectively referred to as “Account Disclosures” and are incorporated herein by reference. As used in this Agreement, the terms “you” and “your” refer to the persons (whether one or more), partnership, corporation, limited liability company, association or other entity who maintains one or more deposit accounts with us.
- 2. Legal Effect of Provisions in Agreement:** By accepting the terms of this Agreement and opening your deposit account or by failing to close your account before the date printed on the front of this Agreement, you accept and agree to be bound by this Agreement. It is a legally binding contract that can only be modified as provided in this Agreement. In establishing an account with us, you acknowledge and agree that our relationship with you is that of debtor and creditor and that we are in no way acting as a fiduciary for you or for your benefit, even if your account is titled a “trust account” or similar designation. We owe you only a duty of ordinary care. You should READ and RETAIN this Agreement so that you can refer to it whenever you have a question about your account.
- 3. Organization of Agreement:** Part I of this Agreement sets forth general provisions applicable to all deposit accounts subject to this Agreement. The terms governing ownership of deposit accounts in different capacities are described in Part II of this Agreement. The general terms governing deposit accounts are set forth in detail in Part III. Special rules applicable to interest-bearing accounts are set forth in Part IV.
- 4. Scope of the Agreement—Deposit Products:** We offer a great variety of financial services to meet your needs. We provide many different types of deposit accounts. Except as described below, this Agreement covers all types of deposit accounts we offer, now or in the future, including demand deposit accounts, money market deposit accounts and savings accounts. Some deposit accounts involve special rules which are not set forth in this Agreement: these accounts include IRAs, Qualified Retirement Plans, SIMPLE Retirement Plans, SEP Retirement Plans, Coverdell Education Savings Accounts, and Sweep Accounts. While this Agreement is generally applicable to these accounts, they are also subject to additional rules designed to address their unique characteristics. Similarly, certificates of deposit and statement-based accounts, while governed in part by this Agreement, are also governed by the provisions set forth in the certificate of deposit itself or the statement itself. Finally, this Agreement does not cover non-deposit products such as loans, safe deposit boxes, trust services, credit cards and brokerage services. If you would like more information on any of these special financial services, please ask us.
- 5. Effect of State and Federal Laws and Regulations:** For consumer and business accounts, your deposit relationship with us is governed primarily by this Agreement, but it is also governed by the laws of the United States; the rules and regulations of the Board of Governors of the Federal Reserve System and various Federal Reserve Banks; the rules and regulations of the Consumer Financial Protection Bureau; the rules and regulations of other proper bank supervisory authorities and other governmental agencies; and the laws of the state of New York. Your account is deemed to “reside” in New York. If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs. If any terms of this Agreement are found to be in violation of, or

restricted by, applicable laws or regulations, those terms will be construed so as to conform with such law or regulation, but the rest of this Agreement will not be affected by such laws or regulations and will remain in full force and effect.

6. **Headings:** The headings in this Agreement are for reference only. They do not limit the terms or provisions set forth herein. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. In some sections we provide examples. The examples are for illustrative purposes only and do not cover all of the situations that are covered by the section.
7. **Important Definitions:** The following important terms are used throughout this Agreement:
 - **Business account:** Any account which is not held or maintained primarily for personal, family, or household purposes.
 - **Business day:** For purposes of this Agreement, our business days are Monday through Friday, excluding bank holidays. Our business days are subject to change, from time to time, at our discretion. Except to the extent additional notice is required by law, any change in our business days or cutoff hour becomes effective on the day the new business days or cutoff hour is posted or otherwise communicated.
 - **Consumer account:** Any account which is held or maintained primarily for personal, family, or household purposes.
 - **Item:** All orders and instructions for the payment, transfer or withdrawal of funds from an account, including, but not limited to, any check, Automated Clearing House (“ACH”) transaction, fund transfers, teller cash withdrawal, ATM withdrawal, or debit card purchase.

B: Your Account

8. **Opening an Account:** For consumer and business accounts, your account will be opened when we have accepted your application to open the deposit account, have issued you a certificate of deposit, if applicable or other evidence of account ownership; you have received and

agreed to the terms of this Agreement, including the appropriate inserts; and we have received any other documents that we may require to establish a deposit account, including any resolutions for business accounts. However, if we open the account on our records and accept any deposit or process any other transaction, your account will be considered open and subject to the terms of this Agreement. If you do not furnish us any information or document required of you in this Agreement, we have the right to close your account at any time.

9. **Consent to Gather Information:** For consumer and business accounts, you authorize us to obtain information at the time you open an account and, from time to time, thereafter regarding your credit history and deposit account relationships from credit reporting agencies and other third parties. We have the right to report information about your account to any credit reporting agency or to anyone to whom you give us as a reference. We may share client transaction and experience information with our affiliates.
10. **Identification Notice (USA Patriot Act):** For consumer and business accounts, to help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see other identifying documents like a driver's license or documents to show your existence as a legal entity.
11. **Compliance:** For consumer and business accounts, you agree to comply with applicable laws and regulations including United States economic sanctions laws and regulations. You may not use your account or related services for any illegal transactions or activity.
12. **Our Modification of the Agreement:** For consumer and business accounts, we reserve the right to modify the terms in this Agreement at any time and from time to time. Our ability to modify the terms of the Agreement includes the right to increase or decrease any fees, minimum balance/deposit requirements, or any other term or condition to which your account is or

may be subject, as well as to establish new fees, requirements, terms or conditions. We may make changes without prior notice to you unless otherwise required by applicable law. If we are required by applicable law to provide prior written notice, we may modify the terms of this Agreement by mailing a notice of such modifications to the address shown in our records or, if you have agreed to electronic communications, by electronic or paperless delivery of a notice of such modifications. You agree that failure to close your account before the effective date of any such modification evidences your agreement to the modification. Changes in interest rates on interest-bearing accounts are governed by Part IV, Section B, of this Agreement.

13. Termination of Agreement/Closing of

Your Account: For consumer and business accounts, this Agreement can be terminated and/or your account can be closed by calling us at **877-369-Brio (877-369-2746)**, by a notice in writing or any means we make available. Such a termination will not release you from any fees or other obligations incurred before the termination, those you incur in the process of closing out your account, or for your liability on outstanding items or other items we have handled as agent for you. You agree that notice of termination of this Agreement and/or closure of your account by us will be reasonable if it is sent to your mailing address or email address as shown on our records at least ten (10) days prior to the date of the termination. You also agree that we may terminate this Agreement and/or close your account without giving you prior notice if your account has been overdrawn for a period of ten (10) consecutive days or if we have reason to believe that you are using your account to facilitate a fraud or other crime. We may require you to close your account and to open a new account if: (1) there is a change in authorized signers, (2) there has been a forgery or fraud reported or committed involving your account, (3) any account checks are lost or stolen, (4) you have too many transfers from your account, (5) any other provision of this Agreement is violated, or (6) your non-public information has been compromised. We are not responsible for payment of any check, withdrawal, or other item once this Agreement is terminated and/or your account is closed.

Your ATM or debit card is the property of the Bank and may be cancelled and its privileges revoked at any time without prior notice to you. You shall return the ATM or debit card to us upon demand or it may be repossessed by us or our agent at any time.

This Agreement continues to govern matters related to your account even after your account closes.

C: Notices, Statements, and Other Communications

14. Notices: You can reach our client service representatives by calling **877-369-BRIO (877-369-2746)**.

All notices, questions, and other communication concerning your account should be directed to:

Webster Bank
Attn: BrioDirect Deposit Operations
One Jericho Plaza, Third Floor
Jericho, NY 11753
briodirectbanking.com

Any written notice you give us is not effective until two (2) business days after we receive it, not counting the actual day of receipt, provided that we may recognize such notice earlier. Any written notice we send you is effective when sent to you at the email address or other address to which we are then mailing your statements, or if you do not receive statements, to the email address or other address on our records as your address. You are responsible for notifying us of any change in your address. We may inform you of any changes affecting your rights and obligations by emailing you a notice at that same address. For accounts with more than one owner or signer, notices we send to that address are binding on all owners and signers. We may include a notice on your statement.

If any notices we send to you are returned undelivered, we may destroy them. If a notice is returned to us undelivered, the change described in the notice is still effective and you are bound by it.

15. Electronic Agreements: For consumer and business accounts, you agree that we may make agreements with you by electronic means. Your

authorization and consent to such an agreement, or your delivery of instructions, may be made by use of certain numbers, codes, marks, signs, personal identification numbers (“PINs”), public or private keys, or other means acceptable to you and us, to establish your identity and acceptance of the electronic communications. All electronic communications and agreements that meet these requirements will be deemed to be valid and authentic, and you intend and agree that those electronic communications and agreements will be given the same legal effect as written paper communications signed by you. You agree that electronic copies of communications and agreements are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

By opening this account at the Bank as indicated on your E-Sign Agreement, you are acknowledging and agree to receive all of your account statements and other communications regarding your account electronically. If you wish to reject this option, please notify us in writing at:

Webster Bank
Attn: BrioDirect Deposit Operations
One Jericho Plaza, Third Floor
Jericho, NY 11753

We may close your account if you decide not to accept electronic communications from us or if you withdraw your consent set forth in your E-Sign Agreement.

16. Your Waiver of Certain Notices: For consumer and business accounts, you waive notice of non-payment, dishonor, or protest regarding any items credited to or charged against your account. For example, if a check you deposit is dishonored and returned to us, we are not required to notify you of that dishonor.

17. Lost Deposit Instrument: For consumer and business accounts, you agree to notify us promptly if your passbook, certificate of deposit, ATM or debit card or any of your checks is lost or stolen.

D: Abandonment of Account

18. Escheat in General: For consumer and business accounts, the balance in your account may become unclaimed funds escheatable to the state of your

last known address as shown by our records, if you have not, within the statutory period, caused any activity or received any payments with regard to the account, indicated any interest in the account, corresponded with us concerning the account, or transacted any business on the account with us.

If your account is inactive, with no deposits or withdrawals being made for a period of two (2) years, your account will become dormant. An Abandoned Account Processing fee will be charged to your account before the funds are escheated to the state. This service charge is not refundable or otherwise restored to you. The Bank may stop sending you statements if your account is dormant for more than two (2) years.

For Escrow Management and Rent Security Accounts Only—Activity in any one account in the relationship will constitute activity in all accounts.

19. Additional Information on Escheat Subject to New York State’s Abandoned Property Law:

For consumer and business accounts that are subject to reside in New York State’s Abandoned Property Law, your account will be considered abandoned and the money in it will be turned over to New York State as abandoned property if, for three (3) consecutive years:

- No deposit was made;
- No withdrawal was made; or
- We have not received written notification indicating that you are aware of the account.

You can reactivate your account by doing any of the above before the money is turned over to New York State.

For Time Deposits Only – Your Time Deposit (also referred to herein as Certificate of Deposit) will be considered abandoned and the money in it will be turned over to New York State as abandoned property if, for three (3) consecutive years after the first renewal date for automatically renewable Time Deposit:

- No withdrawal was made; or
- We have not received written notification indicating that you are aware of the Time Deposit.

You can reactivate your Time Deposit by doing any of the above before the money is turned over to New York State.

To reclaim money turned over to New York State, you must file a claim. Instructions and forms for making claims are available from:

New York State Comptroller
Office of Unclaimed Funds
110 State Street
Albany, NY 12236
WWW.OSC.STATE.NY.US

E: Resolving Disputes

20. Arbitration: For consumer and business accounts, at your or our request, a dispute concerning your account will be decided by arbitration under the commercial arbitration rules of the American Arbitration Association for business accounts and the consumer arbitration rules of the American Arbitration Association for consumer accounts. Arbitration involves the review and resolution of the dispute by a neutral party. If either you or we choose arbitration, neither you nor we will have the right to litigate that claim in court or to have a jury trial on that claim. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. The arbitrator's decision generally will be final and binding.

You and we agree that no disputes may be arbitrated on a class action basis. Arbitration can only decide your or our individual claims and such claims may not be consolidated or joined with claims of other persons who may have similar claims. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. This arbitration provision shall survive closure of your account or termination of all business with us.

21. Waiver of Trial by Jury: For consumer and business accounts, to the extent permitted by law, if any dispute or claim results in a lawsuit, and neither you nor we have elected or requested arbitration, you and we knowingly and voluntarily agree that a judge, without a jury, will decide the case. The trial will be brought individually and not as part of a class action. If it is brought as a class action, it must proceed on an individual (non-class, non-representative) basis. YOU KNOWINGLY

AND VOLUNTARILY AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT.

22. Your Indemnification Obligations and Limitations

on Our Liability: For consumer and business accounts, you agree to indemnify and hold us, our officers, directors, employees and agents harmless from any and all losses, or claims of any kind arising in connection with the services provided under this Agreement, except those losses, claims, and expenses (including attorney's fees and costs) arising out of our gross negligence or willful misconduct. You further indemnify and hold us, our officers, directors, employees and agents harmless from any and all losses or claims of any kind arising out of actions we take or omit to take in good faith reliance upon instructions from you. You also agree to hold us harmless for failing to act on your instructions when we reasonably believe such instructions would cause us to be exposed to civil or criminal liability.

You agree that if we do not properly complete a transaction according to this Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevented the transaction, or if the transaction is prevented because the funds in your account are or may be subject to legal process or other claim. We are not responsible or liable for any other entity's (not under our direct control) acts or omissions including, without limitation, any Federal Reserve Bank or transmission or communication facility. EVEN IF LIABILITY IS ESTABLISHED FOR ACTUAL DAMAGES, IN NO EVENT WILL YOU OR WE BE LIABLE TO YOU FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER YOU OR WE MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS REQUIRED BY APPLICABLE LAW. The limitations and exclusions in this paragraph shall apply to all claims of every kind, nature and description whether arising from breach of contract, breach of warranty, gross negligence or other tort, and will survive the termination of this Agreement and all of your business with us.

- 23. Limitation on Time to Sue:** For consumer and business accounts, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one (1) year after the cause of action accrues.
- 24. Force Majeure:** For consumer and business accounts, you agree we have no responsibility or liability to you or any third party for failure or delay in our performance under this Agreement or for any losses due to causes or conditions including, without limitation, delays and/or interruptions of business due to any act of God, natural disaster, fire, act of government authority, act of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power failure, telecommunications failure, severe adverse weather condition or other causes beyond our reasonable control. The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.
- 25. No Waiver of Our Rights:** For consumer and business accounts, no course of dealing, delay or omission on our part in exercising any of our rights is a waiver by us of such rights or any other right. If we waive or otherwise fail to exercise any right, we may still insist on full enforcement of such right in the future.
- 26. Systems and Software:** For consumer and business accounts, we are not responsible for any loss or damages you suffer as a result of the failure of systems and software you use to interface with our systems or systems and software you use to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software you use to process banking transactions and the ability of such systems and software to do so accurately.

Part II. Form of Account Ownership

- 27. Account Designation:** The classification of your account as a consumer account or business account, and the form of ownership for your account, will be established based on the information you provide us when you open the account. We may rely on the classification and form of ownership of your account, established by the information you provide us at account opening for all purposes relating to the account. The following provisions describe the rules applicable to the various classifications and forms of ownership available. Your acceptance of this Agreement indicates your approval of how the account is set up at account opening and the accuracy of the title you indicated for the account. We assume no legal responsibility to inform you as to how the creation of such account affects your legal interests. If you have any questions as to the legal effect of the type of account established, you should consult your own attorney, as you bear the sole responsibility as to the legal effect of the creation of your account or how it is maintained with us.
- 28. Individual Accounts:** By opening an account that is designated as an individual account, you are considered by us as the sole owner of the account. You may designate another person to write checks on the account by granting them a limited power of attorney on a form acceptable to us without granting them any ownership interest in your account. Otherwise, you will be the only person authorized to use the account.
- 29. Joint Account with Right of Survivorship:** A consumer account opened by two or more persons is treated as a "joint account" and we will treat the persons opening such an account as joint tenants with right of survivorship and not as tenants in common. Applicable state law may impose requirements that must be met to create a joint account with right of survivorship. You are solely responsible for meeting those requirements. Upon the death of a joint tenant, the surviving owner has the right to all the funds in the account, subject to our right of setoff and security interest in the account and any pending legal process against

the account. If more than one joint tenant survives, they will own the account as joint tenants with right of survivorship and not as tenants in common. Some of the other special rules that govern joint accounts are described in Part III of this Agreement.

Each joint owner of an account may withdraw, by any means we make available, any or all of the funds on deposit, close the account, enter into special agreements regarding the account, including a power of attorney form, and stop payment on any check drawn on the account. The payment or delivery or transfer of all or any part of the joint account or any rights relating thereto to an attorney-in-fact appointed by any one joint owner shall be a valid release and discharge to the Bank of all joint owners. Each joint owner guarantees the signatures of the other joint owners and authorizes the others to endorse checks for deposit if they are payable to any of the joint owners. Each joint owner may add additional joint owners to the account or close the account.

Each joint owner is jointly and severally liable to us for all fees, charges and other amounts owed to us on the account. Each joint owner also authorizes us to exercise setoff and enforce our security interest in the entire joint account, even though only one of the joint owners is the debtor; these rights exist irrespective of who contributed funds to the joint account. Similarly, we can enforce overdraft liability in the joint account against any joint owner individually (and each joint account owner agrees to be liable for all overdraft liability in the joint account), even if the joint owner did not sign the item creating the overdraft or receive any benefits from its proceeds. Garnishments against any one or more than one of the joint owners are subject to our right of setoff and security interest. Notice that we give to any one joint owner is notice to all joint owners.

30. Custodial Account: If you set up a consumer account as a custodial account, you agree that the account will be governed by the law of the state where it is opened (e.g., the New York Uniform Transfers to Minors Act or the Uniform Gift to Minors Act as applicable), or the terms of the custodial account as may otherwise be established. If you establish such an account, you will abide by the relevant law and notify us in writing immediately upon the death of the minor

or at the time the minor attains the age of 21 (or 18 if the custodian has designated “until age 18” on your account record). After notifying us of either of these events, your authority over the account continues only to the extent allowed by law. Before we receive such written notice, we may honor any checks or drafts written on the account without incurring any liability to the minor or to any third party, and you will be liable to us for any loss or expense, including without limitation attorneys’ fees and the cost of litigation, arbitration or other dispute resolution to the extent permitted by law, that we incur because of your failure to give prompt notice. We are not liable for the misapplication of funds by a custodian.

31. Trust Agreement Account: A trust agreement account is an account established under a will or written trust agreement. If the trustee dies or is replaced as trustee, we will not release any funds until all required legal documents have been delivered to us and all other legal requirements for such release have been met.

32. Payable on Death Account: No rights in an account with a payable on death designation vest in the designated beneficiaries until the death of the account owner. During his or her life, the account owner reserves the right to: (1) change the designated beneficiaries, (2) change account types, (3) withdraw all or part of the funds in the account at any time and from time to time, and (4) close the account. If two or more people create such an account, they own the account as joint tenants with the right of survivorship. A designated beneficiary acquires the right to the account only if: (a) all account owners die, and (b) the beneficiary is then living. Unless otherwise provided in the beneficiary designation, if two or more beneficiaries are named and survive the death of all persons owning the account, such beneficiaries will own the account in equal shares as joint tenants with the right of survivorship. Upon the death of the last surviving account owner, we are entitled to pay funds in an account with a payable on death designation to the then-surviving designated beneficiaries and are not liable to the persons establishing the account, their heirs, representatives or assigns or to any other person by reason of any such payment. We are not liable for any other erroneous payment unless we have obtained actual knowledge that the person to whom the payment is to be made

is not one of the designated beneficiaries. If no designated beneficiary is living when the last surviving account owner dies, we are entitled to pay funds in the account to the legal representative of the last surviving account owner. Changes in the designated beneficiaries must be made on such forms as we require. The most recent beneficiary designation we have received terminates, supersedes and replaces any prior payable on death designation for the specified account.

33. Agency and Fiduciary Accounts: For consumer and business accounts, any individual acting as an agent, guardian, personal representative, trustee, custodian or in some other fiduciary capacity (collectively the “Agent”) must be designated as such on the account records. We will otherwise assume that the individual owns the account in his or her individual capacity. We are authorized to follow the directions of your Agent regarding your account until we receive written notice that the agency has been terminated and have had reasonable time to act upon the notice. We are not liable for the misapplication of funds from your account by your Agent. Even if we have previously received a complete copy of the agency agreement, trust agreement, court order or other document under which the account is opened, we are authorized to follow the instructions of your Agent without determining if those instructions are contrary to or prohibited by such document.

34. Estate Account: An estate account is an account established by the executor, executrix, administrator, or administratrix (“Personal Representative”) of the estate of a decedent. To establish such an account, we may require letters of appointment by the probate court of competent jurisdiction, appropriate identification, and such other documents as we may deem necessary under the circumstances. We may rely upon such letters of appointment or the apparent authority of the Personal Representative presenting the letters of appointment until we are notified in writing by the probate court that the Personal Representative has resigned, been removed, or such person’s authority is otherwise terminated. The Personal Representative agrees to comply with all applicable laws and rules of court.

35. Business Accounts: Business accounts are those established by any partnership, corporation, limited liability company, association or

other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit basis; all governmental units; and any individual who intends to use the account for carrying on a trade or business.

The business entity and each person who signs any resolution or any other separate written authorization concerning an account, represent to and agree with us that (a) the business entity has taken all actions necessary to open and maintain the account, (b) all resolutions or other authorizations given to us by or on behalf of the business entity are true, accurate and complete in all respects, (c) all assumed or fictitious names used by the business entity have been duly registered or filed with the applicable governmental authorities, and (d) each person whose name is written or printed on any resolution or any other separate written authorization concerning the account has complete authority to bind the business entity in all transactions involving the account unless otherwise specified.

The business entity agrees to notify us promptly in writing of any change in its form of organization or ownership or in the authority of any person with respect to the account or any transactions relating to it. We also reserve the right to require the business entity to give us a separate written authorization telling us who is authorized to act on its behalf. We are authorized to follow the directions of a person designated as having authority to act on the behalf of the business entity until we receive written notice that the authority has been terminated. Any change in authorized signers is not effective until two (2) business days after we receive notice of such change, not counting the actual day we receive the notice, although we may recognize such notice earlier.

36. Conversion to Business Accounts: We reserve the right, with advance notice, to change the classification of an account from a consumer account to a business account if we determine that it is used for business purposes (meaning that the account is not used primarily for personal, family, or household purposes). Your account may be considered a business account if it fits into one or more of the following examples: your account has a business name; your deposits include credit card drafts; your account has over one hundred (100)

withdrawals per month; your deposits regularly contain over \$2,500 in cash; or your account has over ten (10) deposits per month.

- 37. Organization Account:** If your account is set up as an organization account, when you open your account you may designate those persons who are authorized to make withdrawals from the account and to otherwise take action with respect to the account. In consideration of our acceptance of this account under a trade name, for the purpose of cashing or negotiating checks, drafts, or other negotiable instruments payable to that trade name, and endorsed in that name, the organization agrees to protect and indemnify us against any loss or liability based upon our acceptance for payment or credit of checks drawn to the order of and/or endorsed in that trade name.
- 38. Power of Attorney:** For consumer and business accounts, if you have established an account with a power of attorney or if you have submitted a power of attorney to us appointing someone to act on your behalf, you agree that you will give us a copy of the power of attorney, in a form and substance satisfactory to us, and that the account will be subject to all applicable laws and to our requirements governing a power of attorney. We have the right to request the original power of attorney or a copy certified in accordance with applicable legal requirements by an attorney, court or other government entity for review before accepting a copy of the power of attorney for our files. Until we receive notice that the power of attorney has been revoked, we may rely upon it in cashing, endorsing, or accepting for deposit items payable to your order, in honoring withdrawals or transfers from your account and signed by your attorney-in-fact, and in following instructions from your attorney-in-fact on any matter in connection with your account. If the signature of the client is poor or we, in good faith, have concerns about the authenticity of the signatures, we may require a doctor's letter certifying as to your competency or we may refuse to honor the power of attorney. We are not liable for the misapplication of funds from your account by your attorney-in-fact.

Part III. General Rules Governing Deposit Accounts

A: Deposits

- 39. Deposit of Items:** For consumer and business accounts, you may make deposits in person, by mail, by mobile deposit, by remote deposit, or by any other method we make available, such as by an ATM. The Funds Availability Policy provided to you sets forth our policies relating to the availability of deposited funds. You are encouraged to use your personalized deposit slips in order to help us credit deposits to your account as soon as possible and to minimize errors. If you do not use your personalized deposit slips, you agree that we will not be liable to you for any errors resulting from your use of a counter deposit slip, whether completed by you or by one of our employees.

We are not responsible for deposits made by mail, night depository or other outside depository until we actually record the receipt of those deposits in our books and records. You are responsible for reconstruction and proof of loss of any items, including checks and negotiable instruments included in deposits that are lost or stolen in transit before we have received and accepted the deposit. Further, you agree to fully cooperate and assist in the reconstruction of any items, including checks and other negotiable instruments included in the deposits that are lost or stolen after we have received and accepted the deposit.

We reserve the right to limit, refuse or return any deposit. All deposits must be of, or denominated in, United States currency. If you deposit foreign currency or items that are denominated in foreign currency, the final credit to your account will be based on the exchange rate in effect at the time we receive final payment for that item in United States currency. The exchange rate will be determined by us in our sole discretion based upon such factors as we determine relevant, including, without limitation, market conditions, exchange rates charged by other parties, our desired rate of return, market risk, credit risk, and other market, economic and business factors.

Exchange rates fluctuate significantly at times, and you acknowledge and accept all risks that may result from such fluctuations. You agree to this procedure and accept our determination of the currency exchange rate. If we discover an error in any deposit, we may make correcting entries and notify you of the correction. There is no time limit within which we may make such a correction.

You agree that you will not deposit, without our prior written consent, "substitute checks," as defined by federal law, or Image Replacement Documents that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you agree to reimburse us for losses, costs and expenses we may incur associated with warranty or indemnity claims. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we incur because the substitute check resulting from the electronic representation does not meet applicable substitute check standards and/or causes duplicated payments.

You authorize us to accept transfers, checks and other items for deposit to your account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine and without prejudice and guarantee any lack of endorsement. All checks and other items deposited to your account should be endorsed by you and should have your account number below your endorsement. You agree not to endorse any deposited item with the restrictive covenant "without recourse" or words with similar meaning. All endorsements must appear on the back of the check or other item within the first one and one half inches from the left side of the item when looking at it from the front. Further, any item deposited to your account that bears your stamped or facsimile endorsement will be deemed to bear your actual endorsement whether such endorsement was affixed by you or by someone having no authority to supply your endorsement. We may require that certain government checks, insurance company items or other special types of checks be personally endorsed by each of the payees. While we may inadvertently accept non-conforming endorsements, you will be responsible

for any loss incurred by us due to a delay in processing or returning the item for payment. Deposits of double endorsed checks must be approved by an officer before being presented to a teller for deposit. We reserve the right to refuse any item for deposit into your account. Any variation of a payee name, which, in the sole discretion of the Bank, would reasonably indicate that you are intended to be the payee, shall be acceptable. You represent and warrant to the Bank entitlement to the check, that it is properly endorsed or that you guarantee any lack of endorsement, and the Bank is authorized to accept such check or instrument for deposit and collection into your account. You agree to reimburse us for any loss or expense, including, without limitation, attorneys' fees and the costs of litigation, arbitration or other dispute resolution to the extent provided by law, that we incur because you fail to endorse an item exactly as it is drawn.

If we receive an item on a day that is not a business day or after our cutoff hour on a business day, the item is deemed to have been received on our next business day.

40. Collection of Items: For consumer and business accounts, even though we may credit your account immediately when you make a deposit, we receive any item (other than United States currency) for deposit or collection as your collection agent, and we reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your account for items should they become lost in the collection process. We assume no responsibility beyond the exercise of due care and we may handle the collection of any such item in accordance with our usual practices. Special instructions for handling an item are effective only if made in writing, signed and given to us along with the item in question and we expressly agree to such instructions. We will not be liable for default or negligence of our correspondents or for loss in transit, and each correspondent will not be liable except for its own negligence. Items and their proceeds may be handled in accordance with applicable regulations, Clearing House Association or fund transfer system rules, and contractual arrangements with other financial institutions. If an item is lost in processing, we have the right to charge your account for the lost item immediately or after an investigation.

All deposited items (including those items drawn on another account with us) are provisionally credited to your account and subject to final payment and receipt of proceeds by us. Without prior notice to you, we may charge back any item to your account (and adjust the interest earned on your account, if any, accordingly) at any time before final payment, whether the item is returned or not (and whether it was deposited or returned by electronic or other means), and we may also charge back any item to your account if, within the normal handling period for such item, the item cannot be honored against the drawer's account. We are authorized to pursue collection of previously dishonored items and, in so doing, may permit the drawee bank to hold an item beyond the midnight deadline.

If any check or other item deposited in your account is returned to us by the bank on which it was drawn through the Federal Reserve, a clearing house or other normal check return channels, we may accept that return and charge the check or other item back against your account without regard to whether the bank on which the check was drawn returned the check before its midnight deadline, even if doing so results in an overdraft in the account. Furthermore, if, after a check or other item deposited into your account is finally paid, it is returned to us by the bank on which it was drawn because someone has made a claim that the check or other item was altered, forged, unauthorized, or should not have been paid for some other reason, we may debit your account for the amount of the item, even if doing so results in an overdraft in the account.

- 41. Depositing Remotely Created Checks:** For consumer and business accounts, if you deposit a remotely created check to your account, you represent, warrant and agree to the following: (1) the person on whose account the check is drawn authorized the issuance of the check in the amount and to the payee stated on it; (2) if you created the check (a) you have express, verifiable proof of that authorization, (b) you will maintain that proof for at least two (2) years from the date of the authorization, and (c) you will give us that proof upon our request for it; and (3) if the check is returned, you owe us the amount of the check, regardless of when the check is returned and must reimburse us for any losses, costs and expenses (including, without limitation, attorneys'

fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law) we may incur as a result of any breach of these representations, warranties and agreements. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

- 42. Direct Deposits:** For consumer and business accounts, if we provide direct deposit services for automatic preauthorized deposits to your account of government payments or automatic transfers from your other accounts with us you must notify us at least thirty (30) days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If, in connection with a direct deposit plan, you deposit any amount in this account which should have been returned to the Federal Government or other issuer for any reason, you authorize us to deduct the amount of your liability to the Federal Government or other issuer from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of this liability.
- 43. Checks Payable to a Business Entity:** For business accounts, we reserve the right to accept for deposit only to the account of the payee checks payable to a corporation, partnership, or any business entity.

B: Withdrawals

- 44. Withdrawal Procedures:** For consumer and business accounts, you may make withdrawals or transfer funds from your account by means we make available to you, including by phone, by mail, through online banking, or through a Webster ATM or other ATM that is part of an ATM network to which we belong. To initiate a transfer or withdrawal from CD accounts, you must call **877-369-BRIO (877-369-2746)**. Some accounts also may be accessed by checks, ATM or debit cards, electronic banking equipment, or other means. You agree that we may charge your account for any withdrawal or transfer amount that you make or authorize someone else to make. We reserve the right to limit the amount of funds that may be withdrawn from your account in cash for various

reasons, including, without limitation, the amount of currency that is available at an ATM terminal.

We may refuse to allow a withdrawal if you do not have sufficient available funds in the account to cover the full amount of the withdrawal, there is a dispute about the account (unless a court has ordered us to allow the withdrawal), the account is garnished or attached or otherwise subject to legal process, the account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time.

If drafts, electronic debits, checks or other orders of payment from your account are issued by any third party, the Bank bears no liability for such items. For example, the Bank will not be responsible for any delays or errors in processing, including, without limitation, duplicate checks posted against your account. A notation of “authorized by your depositors,” or similar words will be deemed sufficient as your authorization to the Bank to pay the items presented.

We process items with high-speed automated equipment. In order for that equipment to function properly and efficiently, all items drawn against an account or used to withdraw funds from an account must meet certain formatting and other technical specifications, including the encoding of your account number and consecutive check numbering in machine-readable magnetic ink format. Information concerning these specifications is available upon request.

If we receive an item that does not meet these specifications, we reserve the right to reject the item, impose a special fee for processing the item, or both. We also reserve the right to refuse a withdrawal or transfer request that is attempted by any manner not specifically authorized for the account in question, that is greater in frequency or number than that specifically permitted for the account in question, or that is for an amount less than any minimum withdrawal or transfer denomination required for the account in question.

45. Electronic Check Conversion: For consumer and business accounts, you authorize us to honor electronic debits against your account resulting from electronic check conversions. An electronic

check conversion occurs when you give a paper check to a merchant or other payee and authorize that person to capture the routing, account, and serial numbers from that paper check to initiate an electronic debit to your account. This applies whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at a point of sale or mailed to a merchant or lockbox and later converted to an electronic fund transfer; or whether the check is retained by you or the merchant or other payee.

If one of your paper checks is converted, it will be collected electronically and charged against your account much more quickly than a paper check. This means that (1) you will have a reduced right to stop payment, (2) you need to make sure that your account has sufficient collected funds to cover the debit, and (3) you will not receive any copy of a cancelled check with your monthly statement. If a merchant uses a blank check to initiate a debit entry at the point of sale, the merchant should return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account. A merchant or other payee who receives your check by mail or who accepts your check at the point of sale and decides to convert it to an electronic debit during its back office processing should give you notice of the conversion. Regardless of whether your check is converted at the point of sale, at the merchant’s lockbox or during the merchant’s back office processing, a description of the transaction will appear on your monthly statement.

46. Consumer Electronic Check Representation:

If you write a check on a consumer account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may represent the check to us through an electronic instruction “Electronic Represented Check” to charge your account for the amount of the check. If we receive an Electronic Represented Check, we will pay or return the Electronic Represented Check as if the original paper check was presented to us. Any collection fee you authorize the payee to debit from your account is an electronic fund transfer subject to the terms of Section C of Part III (Electronic Fund Transfers – Consumer

Accounts). If you want to reverse an Electronic Represented Check, you must give us an affidavit within fifteen (15) days after we send or make available to you the periodic statement that reflects payment of that Electronic Represented Check. In your affidavit, you must declare and swear under oath that the Electronic Represented Check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15-day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any Electronic Represented Check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments.

47. Electronic Presentment/Posting: For consumer and business accounts, we may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may also charge your account or place a hold on funds at an earlier time if we receive notice that an item or transaction has been deposited for collection in another institution or is being processed against your account by a merchant (e.g., at a point-of-sale terminal). In that regard, you should understand that some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. This could affect the balance available in your account to cover other transactions. We are not responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds resulting from these procedures.

48. Automated Check Processing: For consumer and business accounts, you recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to all clients. These automated procedures are based on the use of high-speed automated check processing equipment that relies primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, we may disregard all information on the item other than information that is encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. By way of example, you agree that we

may rely on the amount of a check as encoded in magnetic ink, even if the magnetically encoded amount differs from the face amount of the check or exceeds the maximum amount for which the check is valid as stated in a legend on the check. You agree to reimburse us for any loss or expense, including without limitation attorneys' fees and the costs of litigation to the extent permitted by law that we incur because you issue or deposit an item containing such extra information. You also agree that we do not fail to exercise ordinary care in paying items solely because our procedures do not provide for the sight examination of any items, or only items below a threshold amount we determine from time to time.

49. Insufficient Funds, Uncollected Funds and Overdrafts: For consumer and business accounts, an account is considered to have insufficient funds when the available balance is insufficient to pay a check or other debit (such as an ATM withdrawal, debit card transaction, preauthorized automatic debit, telephone-initiated transfer, or other electronic transfer) presented for payment. A portion of the balance in an account is considered to be "uncollected" when it has not yet become "available" in accordance with our Funds Availability Policy. We may refuse to pay and thereafter return any check drawn on your account when the balance in the account that would be necessary to pay the check is either insufficient or uncollected. We may determine whether or not your account contains sufficient available funds to pay a check or other item at any time between the time we receive the check or other item and our return deadline, and only one determination of the account balance is required. We determine the order in which we process and post deposits and other credits and checks and other items to your account. Checks drawn against your account are generally posted in serial number order. Other transactions applicable to your account, such as ATM withdrawals, electronic fund transfers, and checks and other transactions presented to us in person or otherwise may be posted to your account prior to the posting of checks drawn on it.

For consumer and business accounts, if you have a specific overdraft agreement or arrangement with us and have enough coverage under that plan, we will transfer funds to your account to cover the item and we may assess a transfer fee as provided in our Fee Schedule.

If you do not have overdraft protection or enough coverage under an agreement or arrangement with us, we may either return the insufficient or uncollected funds item or pay it and overdraw your account. The decision to return or pay the insufficient or uncollected funds item shall be made in our sole discretion. However, the honoring of one or more overdrafts does not obligate us to honor any future overdrafts, and you may not rely on us to honor an overdraft. Moreover, we are not required to send you prior notice of checks returned for insufficient or uncollected funds. If we elect to pay the insufficient or uncollected funds item, you agree and acknowledge that such payment does not constitute an application for credit and that the amount of the deficiency in your account, plus any applicable service fees, is immediately due and payable to us without further demand. If we return or pay the item, your account will be charged in accordance with our Fee Schedule in effect as of the date of return or payment of the item. You agree that you will immediately deposit or otherwise pay us sufficient good funds to eliminate the overdraft and any service fees or charges, together with any costs or expenses (including attorneys' fees) we incur to collect those amounts from you. We may apply all subsequent deposits to your accounts, including deposits of benefit payments such as Social Security payments, to cover the overdraft items and any applicable service fees or charges.

Any amounts you owe us may be secured by a security interest in collateral you have granted to us in the past or may grant in the future in accordance with the terms of any security agreement you sign.

50. Authorized Signature: For consumer and business accounts, we will exercise ordinary care when processing checks. You understand and agree that ordinary care does not require us to compare the signature appearing on checks against any specimen signature or for us to examine checks when processing a check by automated means. You understand and agree that for the payment of funds and for other purposes relating to any account you have with us, we are authorized, but not required, to recognize your signature, however, we will not be liable to you for refusing to honor your checks or other signed instructions if we believe in good faith that the signature appearing on such checks is not genuine or the check is not

properly payable from the account. We are entitled to take a reasonable time to determine whether a check is properly payable from your account, and such determination may include additional steps by you. A reasonable time shall include the time necessary to confirm that you authorized the check and includes one (1) business day after the day the check was presented to us. We are not liable to you if we decide, in our good faith judgment after following reasonable banking procedures to determine the facts, that the check is not properly payable from your account.

51. Facsimile Signatures: For consumer and business accounts, if you authorize us to honor a facsimile signature or other form signature (collectively, "facsimile signature"), you agree that you have the sole responsibility for maintaining the security of any such facsimile signature or device by which it is affixed and that you bear the entire risk of unauthorized use of that device whether or not you are negligent. Therefore, you agree to maintain close control over your facsimile signature device and promptly review your statements and canceled checks for unauthorized use of the device. You also agree that no facsimile signature we have been authorized to honor may be considered a forgery or an unauthorized signature but that such facsimile signatures shall be effective as your signature or endorsement whether or not you have been negligent. You understand and agree that ordinary care does not require us to compare the facsimile signature appearing on checks against any specimen signature or for us to examine checks when processing a check by automated means. You further agree to protect, release, hold harmless, defend, and indemnify us from and against any and all loss, cost, damage, claims, liability, or expense (including, without limitation, attorneys' fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature.

52. Multiple Signatures: For consumer and business accounts, when an account is established, you may be able to indicate your desire for more than one authorized signature on a check or other item drawn against the account by a resolution or in a separate written authorization that we

receive. However, because our automated check processing precludes us from identifying items that require multiple signatures, you recognize that such a requirement is for your internal purposes only, and you authorize us to debit the account even though an item presented contains fewer than the required number of signatures.

53. Remotely Created Checks: For consumer and business accounts, if you voluntarily give information about your account (such as our routing or transit number and/or your account number) to a party attempting to sell you goods or services via telephone or any other medium, that party may use the information you give to create a “remotely created check” and then present it for payment. The remotely created check is never physically signed by you. Instead, you authorize it by orally (or electronically) approving the transaction. You understand that if you do not physically deliver a signed check to the party and the party instead presents a remotely created check for payment, any debit to your account for that remotely created check will be considered authorized by you as if the remotely created check were actually signed by you.

54. Cashing Checks for Non-Clients: For consumer and business accounts, we reserve the right to require reasonable identification from any person presenting a check drawn on us. Reasonable identification includes a thumbprint. We also reserve the right to refuse to cash any checks presented by non-clients. Because cashing a check for a non-client exposes us to additional fraud risks, you agree that we may (1) charge a fee for cashing a check for a non-client when the check is drawn on your account, and (2) deduct the fee from the cash remitted to the non-client. You agree that we will not be liable for wrongful dishonor for refusing to cash a check if the payee refuses or fails to pay a fee or comply with our identification procedures.

55. Stop Payments: For consumer and business accounts, if your account is one on which checks, drafts or negotiable orders of withdrawal may be drawn, you may ask us to stop payment on any such items. We may stop payment on any such item provided you meet our conditions to effect such a request. You agree to pay our established service charge for stop payments, and understand that we may accept the stop payment request from any of the joint owners of the account (if

the account is jointly owned) whether or not that joint owner is the signer of the check. In order to place a stop payment order, you must tell us the exact amount of the item, the number of the check, and the number of the account; otherwise, our computer may not catch the stop order. If you produce a check by computer or in any other manner that does not contain a magnetic-encoded check number, we may not be able to honor the stop order. We are not responsible if the item in question is not described with reasonable certainty, and we are entitled to a reasonable period of time after we receive a stop order to notify our employees. You may notify us either orally or in writing to stop payment. An oral stop payment order is binding on us only for fourteen (14) days unless confirmed in writing within this period. A written order is effective for six (6) months unless renewed in writing prior to the order becoming ineffective. You may also request that a written order be effective for twelve (12) months upon certain conditions and payment of any applicable fees. If we fail to honor a timely and accurate stop order, we reserve the right not to recredit your account unless you can demonstrate the fact and amount of your loss. If we do recredit your account after paying a check over a valid and timely stop order, you agree to sign a statement describing the dispute with the payee or other holder of the check, and to assist us in legal action taken against that person.

You do not have the right to stop payment on a cashier’s check, an official check, a teller’s check, a certified check, a money order or a traveler’s check you have purchased from us. These are instruments on which we are ourselves obligated. However, if such an instrument is lost or stolen, you may request a replacement check, provided that we have not already paid the lost item. To seek a replacement check or get your money back, you have two options: (1) you may indemnify us against presentment of the lost item by obtaining a bond in an amount acceptable to us, or (2) you may obtain from us and execute a stop payment form that describes the lost item with reasonable certainty. In general, your claim will become enforceable ninety (90) days from the issue or certification date of the check if the check has not been presented for payment within that time.

56. Stale, Time-Dated and Post-Dated Items: For consumer and business accounts, we maintain

the option to either pay or dishonor any stale check (i.e., more than six (6) months old) upon presentation to us. Our high-speed automated check processing equipment cannot detect time-dated checks (i.e., checks stating that they are not valid after a specified date or for more than a specified period of time). Therefore, you agree that we will not be liable for charging your account after the date or beyond the period stated on an otherwise properly payable time-dated check. Similarly, our check processing equipment cannot detect post-dated checks (i.e., a check bearing a date later than the actual calendar date it was written). Therefore, it is not recommended that you issue post-dated checks as a means of withdrawal and you agree that we are not responsible for charging your account before the indicated date on a properly payable, but post-dated check.

- 57. Check Printing:** For consumer and business accounts, you agree that we have no responsibility to stop payment on any check or other item not conforming to our printing and encoding specifications. You must notify us as soon as possible of the loss or theft of any forms designed for your account.

The Bank's authorized check printer provides checks that conform to Accredited Standards Committee (ASC) X9 financial industry standards. When you write checks, you agree to use dark colored permanent ink, make sure the written and numeric amounts match and are readable, and make sure there are no blanks or open spaces in places where words or numbers are to be inserted. Checks you write may be converted into electronic images ("truncated") during the check collection and return process. If you elect to have your checks printed by a vendor that has not been approved by us, or you use check stock or features (such as security features) that cause critical data to disappear or be obscured upon truncation, or you make your check out in a way (such as, using a lightly colored ink) that causes critical data to disappear or be obscured upon truncation, you agree to bear the risk of loss. You also agree to bear the risk of loss if you use check stock that contains defects, such as printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers.

C: Electronic Fund Transfers —Consumer Accounts

58. General: This Section C of Part III (Electronic Fund Transfers—Consumer Accounts) explains provisions that apply to electronic fund transfers to or from consumer accounts only. These transfers are governed by Regulation E, which implements the federal Electronic Fund Transfer Act. These provisions do not apply to any fund transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B. The electronic fund transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Electronic fund transfers are not permitted from Passbook Savings accounts.

59. Types of Transfers, Frequency and Dollar

Limitations: We provide a variety of electronic fund transfer services for deposit accounts. These include payments, deposits and transfers that you make or receive by electronic methods, such as with your ATM or debit card, telephone, or online.

A. Prearranged Transfers: You may make arrangements for certain recurring prearranged transfers.

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account.
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking and/or savings account.

B. Telephone Transfers Between Your Webster Accounts: You may access your account by telephone at **855-762-7500** using a touch tone phone, your account numbers, and PIN to:

- Transfer funds from checking or savings accounts to checking or savings accounts
- Transfer funds from money market accounts to checking or statement savings accounts
- Make payments from checking, statement savings, or money market accounts to loan accounts with us
- Get checking or savings account information

C. ATM Transfers: You may access your account by ATM using your ATM or debit card and PIN to:

- Make deposits to checking or savings accounts
- Get cash withdrawals from checking or savings accounts. You may withdraw no more than:
\$750.00 per day from a consumer account
- Transfer funds from checking or savings accounts to checking or savings accounts
- Transfer funds from money market accounts to checking or statement savings accounts
- Get checking or savings account information

Certain ATM locations may have lower limits based on machine capabilities.

D. Point-Of-Sale Transactions: Using your debit card:

- You may access your checking account and/or money market account to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from a merchant (if the merchant permits) or from a participating financial institution, and do anything that a participating merchant will accept
- You may not exceed more than \$2,000.00 in transactions per day for consumer accounts

E. Computer Transfers: You may access your account by computer by accessing Online Banking (websterbank.com) and using your Online Banking User ID and Password to:

- Transfer funds from checking or savings accounts to checking or savings accounts
- Transfer funds from money market accounts to checking or statement savings accounts
- Make payments from checking, statement savings, or money market accounts to loan accounts with us
- Get checking or savings account information
- Pay bills using Online Banking bill payment services

F. Mobile Banking Transfers: You may access Webster's Personal Mobile Banking app using your mobile device to:

- Transfer funds from checking or savings accounts to checking or savings accounts
- Transfer funds from money market accounts to checking or statement savings accounts
- Make payments from checking, statement savings, or money market accounts to loan accounts with us
- Get checking or savings account information
- Pay bills using Online Banking bill payment services

You may be charged access fees by your cell phone service provider based on your individual plan. Web access is needed to use this service. Check with your cell phone service provider for details on specific fees and charges.

G. Electronic Fund Transfers Initiated By Third Parties:

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House ("ACH") or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may make payments by electronic check from your checking account.

- **Electronic returned check charge.**

You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may make electronic payment of charges for checks returned for insufficient funds from your checking account.

60. General Limitations: In addition to those limitations on transfers elsewhere described, if any, transfers or withdrawals from a savings or money market account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six (6) per statement cycle. If you exceed the transfer limitations set forth above, your account will be subject to closure.

61. Fees: Among other fees, we charge a fee that is published in our current Fee Schedule for:

- Each transaction over the six (6) transfers permitted from money market and statement savings accounts
- ATM withdrawals at ATMs not owned by us
- Wire transfer transactions

Refer to our current Fee Schedule for any additional fees. All fees are subject to change.

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

62. Documentation

- A. Terminal Transfers:** You can usually get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal. You may not get a receipt for small dollar transactions.
- B. Preauthorized Credits:** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

BrioDirect Client Services: 877-369-BRIO (877-369-2746)
- C. Periodic Statements:** We will provide your monthly account statements through our online portal.

63. Preauthorized Payments

- A. Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

We charge a fee that is published in our current Fee Schedule for each stop payment.

- B. Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay should tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- C. Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

64. Bank Liability: If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line or overdraft arrangement with us.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the transfer appears suspicious and is blocked, based on a prohibited activity.

There may be other exceptions stated in our agreement with you.

65. Confidentiality: We will disclose information to third parties about your account or the transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. as explained in the U.S. Consumer Privacy Notice.

66. Consumer Liability for Unauthorized Transfers: Tell us at once if you believe your ATM or debit card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose

all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your ATM or debit card and/or code, you can lose no more than \$50 if someone used your ATM or debit card and/or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM or debit card and/or code, and we can prove we could have stopped someone from using your ATM or debit card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by ATM or debit card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

Debit Mastercard®. Additional Limits on Liability for Consumer Debit Cards.

You will not be liable for any unauthorized transactions using your debit Mastercard® if:

1. you can demonstrate that you have exercised reasonable care in safeguarding your debit card from the risk of loss or theft, and
2. upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark of Mastercard International Incorporated.

Visa® Gold Debit card and Visa® Gold Plus Debit card. Additional Limits on Liability for Consumer Debit Cards.

Tell us AT ONCE if you believe your Visa® Gold Debit Card and/or Visa® Gold Plus Debit Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized use of your Visa® Gold Debit Card and/or Visa® Gold Plus Debit Card when it is used for purchase transactions will not exceed zero dollars (\$0) if the conditions set forth below have been met. Zero liability on your Visa® Gold Debit Card and/or Visa® Gold Plus Debit Card will apply only if:

1. you can demonstrate that you have exercised reasonable care in safe-guarding your debit card from risk of loss, theft, or unauthorized use;
2. you have not reported two (2) or more incidents of unauthorized use to us within the preceding twelve (12) months; and
3. your account is in good standing.

If the transaction does not meet the conditions set forth above, these limits with respect to the unauthorized transactions may be exceeded to the extent allowed under applicable law.

- 67. Error Resolution Notice:** Call or write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on a statement or receipt. We must hear from you no later than sixty (60) days after we send or make available the FIRST statement on which the problem or error appeared.

Webster Bank
 Attn: BrioDirect Deposit Operations
 One Jericho Plaza, Third Floor
 Jericho, NY 11753
 877-369-BRIO (877-369-2746)

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

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will issue a provisional credit to your account within ten (10) business days of your complaint for the amount you think is

in error, so that you will have the use of the money during the time it takes us to complete our investigation.

An account is considered a new account for thirty (30) days after the first deposit is made, if you are a new client.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

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

- 68. Verification of Deposits:** You agree that transactions at a Webster ATM are subject to verification and collection and that if the transaction receipt produced by the Webster ATM fails to correspond with the sum of money or other items enclosed in the deposit envelope, the sum in the deposit envelope shall control.

69. Other Terms And Conditions:

- A. We have the right to refuse a transaction on your account when your ATM or debit card has been reported lost or stolen or when we reasonably believe there is unusual activity on the account.
- B. You cannot use your ATM or debit card for a transaction that would exceed your account balance. We will not be required to complete any such transaction or any transaction that would exceed the daily authorization limit attached to your ATM or debit card, but if it does, you agree to pay us the amount of the improper withdrawal or transfer upon request.
- C. You agree not to reveal your PIN to anyone and not to write your PIN on your ATM or debit card or on any item kept with your ATM or debit card.
- D. If you give your ATM or debit card and PIN to another, then that person's transactions will be considered authorized until you give us contrary notification.
- E. Use of the ATM or debit card is also subject to the rules of the government agencies which regulate federal savings associations.

- F. If we initiate any legal action to collect money owed to us under this Agreement, including any counterclaim, you agree to pay all our costs for such action, including any attorney's fees.

- 70. Business Days:** Our business days are Monday through Friday, excluding bank holidays.
- 71. Changing This Agreement:** For purposes of this Section C, we have the right to change this Agreement from time to time, effective upon notice to you, either mailed or emailed to you at your last known address shown on our records, or on any other stated effective date. We will notify you at least twenty-one (21) days before a change will take effect if it will cause you greater costs or liability, if it will limit your ability to engage in NYCE or CIRBUS transactions, or if it will result in stricter limitations on the frequency or dollar amount of transfers. We do not have to notify you in advance, however, if the change is necessary for security reasons. Notice to one account holder shall be considered notice to all holders of the account.

D: Remittance Transfers —Consumer Accounts

- 72. Remittance Transfers:** Transfers sent outside of the United States that are initiated by consumers primarily for personal, family or household purposes are governed by federal law that may provide certain rights and obligations that differ from the rights and obligations that apply to other types of payment orders. Remittance transfers you send through us are governed by a separate agreement you enter into when you sign up for the service or send the remittance transfer.

E: Fund Transfers—Consumer and Business Accounts

- 73. General:** Unless you have entered into a separate agreement with us regarding the use of our fund transfer services, the following special rules apply to any fund transfers you send or receive through us in connection with consumer or business accounts. However, these special rules do not apply to fund transfers to or from consumer accounts that are subject to the Electronic Fund Transfer Act or the Consumer Financial Protection Bureau's Regulation E, which include, but are not limited

to, Fedwire transfers; transfers of funds for the primary purpose of purchasing or selling securities or commodities regulated by the Securities and Exchange Commission ("SEC") or the Commodity Futures Trading Commission ("CFTC"), purchased or sold by a Broker-dealer regulated by the SEC or through a futures commission merchant regulated by the CFTC, or held in book-entry form by a Federal Reserve Bank or federal agency purchase or sale of a security or commodity; automatic intra-bank transfers under an agreement with us; and telephone-initiated transfers that are not the function of a written plan contemplating periodic or recurring transfers. While these special rules apply to ACH fund transfers that you receive, you may not send ACH fund transfers through us unless you have entered into a separate agreement with us regarding that service. We may charge fees for sending or receiving a fund transfer and may deduct those fees from your account or from the amount of the fund transfer. If any part of a fund transfer you send or receive is carried out by using Fedwire (which is a fund transfer system operated by the Federal Reserve Banks), then your rights and obligations are subject to the Federal Reserve Board's Regulation J. Article 4A of the Uniform Commercial Code includes provisions relating to fund transfers and the terms used in this Section E of Part III (Fund Transfers – Consumer and Business Accounts) have the meanings set forth in Article 4A.

- 74. Sending Fund Transfers:** For consumer and business accounts, for each fund transfer that you want to send through us, you must complete, submit and give us a separate fund transfer request in a form that is acceptable to us. Our cutoff time for processing fund transfer requests is 5:00 p.m. ET for wire fund transfers and 5:00 p.m. ET for ACH fund transfers. If we receive your request after that time, we will treat it as if it was received on our next business day.

We are not obligated to accept (and may reject without liability to you) any fund transfer request we receive from you. We may give you notice that we are rejecting a fund transfer request orally, electronically or in writing.

If we send a written rejection notice, we will do so by the end of our next business day. If we accept your fund transfer request, we may use any intermediary bank, fund transfer system or other means of transmission in executing

that request, even if they differ from those specified in your request.

You have no right to amend or cancel a fund transfer request after we have accepted it. We have no liability to you if we attempt to honor your amendment or cancellation request but are unable to do so. Moreover, you agree to reimburse us for any costs, losses or damages we incur in connection with any amendment or cancellation request you give us.

Your fund transfer request must identify the beneficiary, the beneficiary's address, the beneficiary's bank and one or more intermediary banks by name, by an identifying or bank account number, or by both name and number. We have no duty to determine whether your fund transfer request contains any inconsistent names and identifying or bank account numbers. Furthermore, you acknowledge that we have given you notice that, if your fund transfer request identifies the beneficiary both by name and by an identifying or account number, the beneficiary's bank may make payment of your requested fund transfer on the basis of the identifying or bank account number, even if it identifies a person different from the named beneficiary.

Similarly, you acknowledge that we have given you notice that, if your fund transfer request identifies the beneficiary's bank or any intermediary bank both by name and by an identifying number, we and any other bank through which your requested fund transfer is processed may rely on the number as the proper identification of the beneficiary's bank or any intermediary bank, even if it identifies a bank different than the one identified by name.

We will reflect payments we make in response to your fund transfer requests in your account statements. If you believe a statement reflects a debit to your account for an unauthorized fund transfer request or that there was some error in the way we executed your fund transfer request, notify us as soon as possible by sending us written notice, with a statement of relevant facts, within fourteen (14) days of the first date you receive the statement on which the debit for that fund transfer appears or otherwise receive transactional information regarding the fund transfer. If you fail to give us the required

notice within that 14-day period, we will not be liable to you for any loss of interest or for any other compensation relating to the unauthorized or erroneous debit to your account or because of any other discrepancy in the statement. Furthermore, in no event will we be liable to you or any other person or entity for any consequential, special or incidental damages relating to any unauthorized or erroneously executed fund transfer request.

- 75. Receiving Fund Transfers:** For consumer and business accounts, you acknowledge that we have given you notice that, except for fund transfers we receive through Fedwire, any credit we give you with respect to a fund transfer is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to your account in connection with such entry. In such an event, the person who sent the fund transfer is not deemed to have paid you its amount.

You acknowledge that we will not give you next day notice of receipt of an ACH or wire fund transfer item. Instead, we will notify you of the receipt of payments in your periodic account statements. In addition, if you have access to online banking, you can view credits shortly after they have been credited to your account.

When we credit your business account for electronic payments (such as bill payments) that we receive from one of your clients, you are obligated to apply those payments to an account of that client. If you fail to do so, you agree to promptly return the payment to us.

F: Protecting Your Account

- 76. Reviewing Statements and Error Notification:** For consumer and business accounts, we will maintain appropriate records of your account. Unless you instruct us otherwise, for accounts other than a certificate of deposit or other account not subject to periodic account mailing, we will make account statements available online through Webster's Personal Online Banking platform. You agree to notify us promptly if you change your physical address or email address. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change

your address based on such information, even if the information provided by the U.S. Postal Service is in error. If any statement is returned to us because of an incorrect address, we may stop sending statements to you, but for all purposes it shall still be considered as if we made your statement of account available to you as of the statement date that was or would have been printed on your statement, showing payment of items and the items paid or the information sufficient to allow you to reasonably identify the items paid. You must review your account statement and check images for errors or unauthorized signatures.

If the deposit account is a business account, you agree to have at least two (2) individuals inspect the account statements and check images on a regular basis to look for improper or unauthorized signatures, alterations, forged endorsements, overpayments, or any other irregularities, and to ensure that the account is handled in a proper manner.

For consumer and business accounts, except as noted in Section C of Part III (Electronic Fund Transfers - Consumer Accounts) or other document applicable to electronic fund transfers, if your account statement contains any errors or improper charges, you agree to notify us of any such errors or improper charges within fourteen (14) days of the first date on which we mailed the affected statement or otherwise made the transactional information available to you. If you do not notify us within that time, you are absolutely barred from bringing any action against us that is in any way related to the errors or improper charges. If we honor an item drawn on your account that contains a forged signature or endorsement or is altered in any way, you agree to notify us of such forgery or alteration within fourteen (14) days of the date on which the forged or altered item was provided to you or, if the item was not provided to you, within fourteen (14) days of the first date on which we mailed the account statement or made available to you the transactional information that contained a description of the forged or altered item. If you do not so notify us, you are absolutely barred from bringing any action against us that is related in any way to the forgery or alteration. In any case, you are barred from bringing any action against us for multiple unauthorized signatures or alterations by the same wrongdoer if you do not

notify us in writing within fourteen (14) days after we first mailed the account statement or made available to you the transactional information that contained the description of that same person's first forged or altered item drawn on your account.

Failure to report a forged or altered item within the time frames set forth above shall be deemed conclusive proof that you failed to exercise reasonable care and promptness in examining the statements and items of the affected account and in notifying us after discovery of the forgery or alteration. Moreover, because you are in the best position to discover an unauthorized signature, an unauthorized endorsement, or a material alteration, you agree that we will not be liable for paying such items if these items were drawn without authority or altered so cleverly (as by unauthorized use of a facsimile machine or otherwise) that the lack of authorization or alteration could not be detected by a reasonable person and you were negligent in some respect. An item description appearing in an account statement will be deemed sufficient for purposes of this paragraph if it contains the item's number (or other identifier), amount, and date paid.

If you feel that an unauthorized debit to your account occurred because of a substitute check, and we have provided the substitute check to you, your reporting deadline is forty (40) days after we either mailed or emailed you the monthly statement. This expanded reporting deadline only applies if this is a consumer account.

77. Fraud Detection and Deterrence; Identity Theft:

Check fraud has increased dramatically in recent years due to a number of factors, including increased access by criminal elements to high quality computer scanning and printing equipment and expedited funds availability mandated by Congress and the Board of Governors of the Federal Reserve System. For consumer and business accounts, there are several precautions you can and should take to decrease the risk of unauthorized debits to your account. Such precautions include, but are not limited to:

- Safeguarding critical identity information such as your deposit account number
- Safeguarding checkbooks, unused checks, electronic access devices, ATM and debit card PIN, and facsimile signature machines

- Avoiding the writing of checks in a way that encourages alteration, such as using pencil or leaving large spaces
- Promptly and carefully reviewing each monthly bank statement for unauthorized debits, and promptly reporting any claims to us
- Reviewing checkbooks, unused checks and online activity and statements for unauthorized activity on a regular basis and upon any suspicion that checks may have been stolen
- Closing your account immediately upon discovery of any known or suspected unauthorized debits

In addition, we may, from time to time, make available to you certain products and services that are designed to detect and/or deter check fraud. While no product or service will be completely effective, we believe that the products and services we offer will reduce the likelihood that certain types of fraudulent items will be paid against your account. As a result, you agree that if you fail to implement any of these products or services, then except as noted in Section C of Part III (Electronic Fund Transfers – Consumer Accounts) or other document applicable to electronic fund transfers, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product or service was designed to detect or deter, that we will not be required to recredit your account or otherwise have any liability for paying such items, and that you will indemnify us for any loss or expense (including, without limitation, attorneys' fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law) relating in any way to such items as long as we have dealt with such items in good faith and in accordance with prevailing commercial banking standards (other than any such standards relating to the use of the products or services in question).

G: Other Terms

78. Dollar Limitations for Business Account Transfers:

For business accounts, you may access your account by ATM using your ATM or debit card and PIN to get cash withdrawals of no more than \$1,000.00 per day from checking accounts. Additionally, for business accounts you may not

exceed more than \$5,000.00 in transactions per day using your debit card.

79. Card Transactions Using Currency Other Than U.S. Dollars: For consumer and business accounts, if you effect a transaction with your debit Mastercard® in a currency other than U.S. dollars, Mastercard International Incorporated will convert the charge into a U.S. dollar amount. Mastercard International will use its currency conversion procedure, which is disclosed to institutions that issue debit Mastercard® cards. Currently the currency conversion rate used in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by Mastercard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established, from time to time, by Mastercard International. The currency conversion rate used by Mastercard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

If you effect a transaction with your Visa® Business Debit/Cash Card, Visa® Gold Debit Card or Visa® Gold Plus Debit Card in a currency other than U.S. dollars the amount of the transaction will be converted by Visa into U.S. dollars. Visa will comply with its operating regulations or foreign currency conversion procedures then in effect. Currently, Visa uses either a government-mandated exchange rate or selects a wholesale exchange rate. The government-mandated exchange rate or wholesale exchange rate Visa uses for a particular transaction is the rate Visa selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when the transaction posted to your account.

You will be charged a foreign transaction fee, in addition to any other ATM or debit card fees, in accordance with our Fee Schedule in effect at the time of the transaction.

80. Electronic Images: For consumer and business accounts, we may add images of your deposit account documents (items) to our electronic document storage system. After doing so, we may destroy the original documents.

81. Check Imaging: For consumer and business accounts, if your account does not provide for

check truncation or if you have not elected to use our check truncation service that we may make available for many account types, we will send or make available images of your cancelled or substitute checks to you with your monthly statements, subject to a fee described in our current Fee Schedule. We will maintain an image of each check for seven (7) years. You can obtain copies of the image of your checks or substitute checks by sending us a written request with the following information: your name, account number, check number, the amount of the check, and (if known) the date the check was paid. We may charge your account a fee for each copy (including the front and back of the check). We are not responsible for any special or consequential damages under any circumstances for our inability to provide copies of checks. Our liability, if any, will not exceed the face amount of the check in question. You agree to provide us with reasonable proof of any loss.

As your agent for collecting checks you deposit with us, we may “truncate” paper checks (i.e., convert them into electronic information or images) and present and return them electronically. We may also truncate paper checks that are dishonored by the drawer’s bank when we present them. Under authority of a federal law called “Check 21,” we may reconvert a truncated check into a paper “substitute check” which is the legal equivalent of the original.

We may debit your account for truncated or substitute checks. Moreover, we may debit your account for other items that do not qualify under federal law as “substitute checks,” including electronic information and Image Replacement Documents, if they are replacements for properly payable items.

82. Setoff and Security Interest: For consumer and business accounts, if you ever owe us or our affiliates money as a borrower, guarantor or otherwise, and it becomes due (whether at its stated maturity, by our acceleration of the debt or otherwise), we have the right under the law (called “setoff”) to use the money from your account to pay the debt. In addition, you grant us a security interest in your deposit account so that the balance in the account is collateral for any current or future obligation you owe us (whether as a borrower, a guarantor, a debtor or otherwise). We may use the money to pay the debt even if withdrawal results

in an interest penalty or dishonor of checks. In the case of a partnership or joint account, each partner or joint owner agrees that we may use the money in the account to satisfy any one of his or her individual obligations. Similarly, each partner or joint owner agrees that we may use the money in their individual account to satisfy obligations in the joint account or partnership account. The security interest granted by this Agreement is consensual and is in addition to our right of setoff. However, the right of setoff and security interest may not apply to your account if: (1) it is an IRA or a tax-deferred Keogh Retirement Account (but this does not affect our rights under any consensual security interest); (2) the debt is created by a consumer credit transaction under a credit card plan; or (3) our records demonstrate to our satisfaction that your right of withdrawal arises only in a representative capacity (for example, only as an authorized signer, attorney-in-fact, or a fiduciary).

Neither we nor our affiliates will be liable to you if our setoff from your account leaves insufficient funds to cover outstanding items. You agree to hold us and our affiliates harmless from any claim arising as a result of the exercise of our right of setoff.

83. Legal Process against Account: For consumer and business accounts, if legal action such as an attachment, garnishment, levy or other state or federal legal process (“legal process”) is brought against your account, we may refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. If we receive any document that purports to be legal process, you authorize us to accept and comply with it, no matter how we received it.

You direct us not to contest, on your behalf, any such legal process and to take action to comply with such process as we determine to be appropriate in the circumstances without liability to you, even if the legal process purports to affect the interest of only one owner of a joint account and even if any funds we may be required to pay out leaves insufficient funds to pay a check you have written. Any legal process against your account is subject to our right of setoff and security interest. You agree that because we may have banking centers in numerous jurisdictions and states other than where your account was opened, if we are served with any process as

referenced above in any jurisdiction or state, we may recognize and honor such service of process.

You agree that if we incur any expense due to any legal proceedings involving your account including a subpoena, a restraining notice, a search warrant (and related expenses due to a safe deposit break open, an attachment, garnishment, or levy upon your account, including, but not limited to, court costs and attorneys' fees), you will reimburse us for such expense or we may charge any portion of such expense to your account. We may restrict the use of your account if it is involved in any legal proceeding. You also agree that any action we may take to obtain reimbursement from you for any costs or expenses may also be taken against your estate, heirs, legal representatives and successors, who shall be liable for any claims made against and expenses incurred by you or them.

84. Conflicts/Disputes: For consumer and business accounts, if we receive an actual or potential claim from a third party or legal owners regarding your account, any deposit, transfer, credit or other transaction involving your account, or conflicting instructions or claims from authorized signers or persons claiming to be authorized signers, you grant to us full discretion to freeze your account and not honor any further transactions until the claim is resolved, or we may, at our discretion, choose not to pay out any money from your account until we receive consistent instructions from all parties or a court order, all without liability to us. We may also, without liability to you, close the account and issue a check made payable to you and each joint owner or you and each claimant, as we deem necessary, or we may interplead the funds into court. We may charge interest on any loss at a rate not to exceed the maximum legal rate. You agree to reimburse us for any loss, interest expense, costs or other expenses including, without limitation, attorneys' fees and the costs of litigation, arbitration or other dispute resolution (to the extent permitted by law) that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, interest expense, costs, or other expenses from your account without prior notice to you. This obligation includes any dispute between you and us involving the account and situations where we become involved in any dispute between you and an authorized signer or another joint owner, or if a third party takes action with respect to the account

that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

- 85. Other Adverse Claims:** For consumer and business accounts, if we receive notice of an actual or potential adverse claim to your account or the funds in it, we may in our discretion refuse to pay out any money from your account for a reasonable period of time after receipt of notice of the actual or potential claim. Although we reserve the right to refuse to pay out any money from your account if we receive notice of an actual or potential claim, we are not required to recognize any adverse claim unless
1. the claimant provides us with an acceptable bond indemnifying us against any and all liabilities, losses, damages, costs, and expenses that we might incur in connection with payment of the adverse claim and any resulting dishonored checks or other items,
 2. the claimant has obtained an order from a court of competent jurisdiction in a case in which you are a party and have been served with a summons, or jurisdiction has been invoked by other authorized means, or
 3. you act as a fiduciary for the claimant and the claimant gives us an affidavit setting forth the nature of the fiduciary relationship and the facts upon which the claimant has reasonable cause to believe that you are about to misappropriate the funds.
- 86. Death or Incompetence:** For consumer and business accounts, neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may, for ten (10) days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.
- 87. Fees, Service Charges and Balance Requirements:** For consumer and business accounts, you agree to pay us, or have us deduct from your accounts, such fees and service charges as we may, from time to time, impose pursuant to this Agreement or the terms of the Account Disclosures. You are liable

for any account deficit resulting from fees and service charges, whether caused by you or another person authorized to withdraw from your account, together with the costs we incur to collect that deficit, including our attorneys' fees. You agree to comply with any minimum balance/deposit requirements we may, from time to time, impose on your account.

88. Interest Checking and Non-Interest Checking

Account Holders: Every checking account consists of two sub-accounts: a checking sub-account and a savings sub-account. You understand that we may periodically transfer funds between these two sub-accounts. You also understand that only we can access the savings sub-account. You cannot access this savings sub-account directly. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. If your checking account is a plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts. This process will not affect your use of the checking account, your available balance, the terms and conditions for balance requirements, the interest that your account may earn, the service fees that you may be charged, your FDIC insurance protection, or your monthly statement.

89. Client's Responsibility for Check Endorsement:

For consumer and business accounts, you agree to assume responsibility for and to indemnify us for any loss we may incur as a result of your failure to comply with the endorsement standards set forth in this Agreement. You agree not to place any mark, signature, stamp, or other writing in the "Depository Bank Area" on the reverse side of any check, draft, or other item deposited in your account with us. The Depository Bank Area is that part of the back of the check which is 3 inches from the leading edge to 1.5 inches from the trailing edge of the check or other item. The leading edge of the check is the right side of the check looking at it from the front. The trailing edge is the left side of the check looking at it from the front. You are also responsible for the condition of a check or item when you issue or deposit it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and

liabilities associated with such return or delay.

90. Credit Information: For consumer and business accounts, we may, from time to time, without notice to you except as required by law, respond to requests for information about your credit or other experiences with you or your account and may provide information about you and your account to credit and check reporting agencies and to our subsidiaries or affiliates. If you are an individual, you have the right to prohibit us from sharing other information about your employment and credit history, information on your application, and any other information among our affiliated companies to the extent permitted by the Fair Credit Reporting Act. If you would like to exercise this right, you must call Client Services at **877-369-BRIO (877-369-2746)**. You may receive additional notices of the right to opt-out, but you only need to respond once to exercise this right.

91. Transfer of Ownership: For consumer and business accounts, although checks drawn on your account are negotiable, the account itself is not. Accounts are not transferable except (1) on our books and records and (2) in our sole discretion. In order to transfer title or pledge the account as collateral for a loan from someone other than us, a written request must be provided on a form we have approved. If ownership is to be transferred, we may require that the account be closed and a new account opened. Any pledge of the account to a third party remains subject to our right of setoff and security interest.

92. Internet Gambling Notice: The Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG require that we notify our business account clients that restricted transactions (i.e., transactions in which a person knowingly accepts credit, funds, instruments or other proceeds in connection with unlawful Internet gambling) are prohibited from being processed through the accounts of commercial clients. Business account clients agree not to engage in restricted transactions.

93. Telephone Monitoring: For consumer and business accounts, we may randomly monitor client service telephone conversations to ensure courteous and efficient service. When we speak with you on the telephone, you agree that the call may be monitored without further notice to you. The Bank usually does not record telephone calls without notice.

When you give us a telephone number, including a cell phone number, you give us permission to contact you at that number about all of your accounts. Your consent allows us to contact you using text messages, artificial or prerecorded messages and automatic dialers. Message and data rates may apply. You may contact us anytime to change these preferences. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your accounts to that address.

94. Calls and Messages to Your Mobile Device: You agree that we or our agents or service providers may contact you regarding any matter for any non-telemarketing reason (e.g., sending PINs, processing service requests) or for certain marketing and sales reasons, using any kind of telecommunications technology at any email and telephone number you provide to us, including the phone number for your mobile device. You agree to receive these calls and messages, including pre-recorded or auto-dialed calls. In addition, when you give us a telephone number, including a cell phone number, you give us permission to contact you at that number about all of your accounts. Your consent allows us to contact you using text messages, artificial or prerecorded messages and automatic dialers. Message and data rates may apply. You may contact us anytime to change these preferences. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your accounts to that address. You also agree that we may send text messages to any phone number for your mobile device you provide to us. You understand and accept that your service provider may charge you for these calls and messages consistent with applicable law.

95. Service Alerts: From time to time, we may provide automatic account alerts regarding certain account activities or when certain changes are made to your account, such as a change in your email address, telephone number or password. If we choose to send these alerts, you do not need to activate these alerts, they are automatically activated for you.

96. Electronic Messages: You acknowledge that data, including emails, may be accessed by unauthorized third parties when communicated between you and the Bank, using the Internet (for

example, by such third party downloading spyware or malware onto your computer), telephone, or other electronic devices. We are not responsible for any misdirected data or disclosures that occur as a result of your use of third-party electronic communication channels.

Part IV. Special Rules for Interest-Bearing Accounts

97. Withholding and Reporting of Interest: Interest-bearing accounts that are either consumer or business accounts are subject to the additional special rules set forth in this Part IV. Special rules concerning certificates of deposit are set forth in Section A of this Part IV, and special rules for all other interest-bearing accounts (such as savings, money market deposit, and interest checking accounts) are set forth in Section B of this Part IV.

If you fail to provide us with your correct taxpayer identification number (“TIN”), we are required by law to withhold a specified percentage of taxable interest, dividend and certain other payments we make to you. This is commonly referred to as “backup withholding.” Any amounts withheld will not be credited or available for compounding. You must provide us with your TIN even if you don’t have to file a tax return and you must also certify that you are not subject to backup withholding. These certifications must be given under penalty of perjury. For an individual account, the applicable TIN is the Social Security Number (“SSN”) of the sole account owner. For a joint account, it is the SSN of the joint owner listed first on the account. For a payable on death account, it is the SSN of the owner (or the first one listed if there is more than one). For a custodial account, it is the SSN of the minor. We are not required to open (and may close) an account for you if you do not provide and certify your TIN, even if you are exempt from backup withholding and information reporting. We are required to report certain dividend, interest and other payments we make to you to the Internal Revenue Service (“IRS”). We include your TIN in those reports. Non-resident aliens who are not subject to information reporting must initially, and periodically thereafter, certify to us that they are

exempt from withholding status by completing a Certification of Foreign Status (W-8BEN). Each non-resident alien joint owner of a joint account will be required to submit the appropriate W-8BEN Certification Form. We reserve the right to open an account only in the name of non-resident alien owners who have signed and submitted W-8BEN Certification Forms at the time the account is opened and to expand the title to include the names of additional non-resident alien owners at the time we receive a signed and dated W-8BEN Certification Form from such non-resident alien owners. You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify withholding information. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

Early withdrawal penalties normally will be deducted from the interest that has accrued on the CD. However, a reduction in the principal sum of the CD may be required if a sufficient amount of interest has not accrued at the time of withdrawal to pay the full amount of the early withdrawal penalty. We make no express or implied agreement to pay a CD prior to its stated maturity. Our consent to pay a CD before maturity may be given only at the time you make a request for early withdrawal and is solely at our discretion.

No early withdrawal penalty will be imposed for early withdrawal if an owner of the CD is declared legally incompetent. Similarly, if an owner of the CD dies, no early withdrawal penalty will be assessed for early withdrawal if the request is made prior to the first renewal following the owner's death.

A: Certificates of Deposit

- 98. Terms of Deposit:** The term of a certificate of deposit ("CD") is reflected on the face of the CD. You are required to maintain your CD with us for that period of time.
- 99. Funding Letter:** For most certificates of deposit ("CDs") offered by us, an actual certificate is not issued. Instead, you may receive a funding letter with all the pertinent information about the CD.
- 100. Computation of Interest:** Interest rates offered on new CDs vary, from time to time, in our discretion. Current rate information can be obtained by visiting briodirectbanking.com or by calling 877-369-BRIO (877-369-2746). Unless otherwise stated on the face of the CD, the rate of interest paid on a CD does not vary during its term.
- 101. Interest Payment Options:** The frequency with which the interest earned on your CD is paid varies depending on the term of the CD. The interest earned may be added to the CD or credited to another of your accounts with us.
- 102. Early Withdrawal Penalty:** By purchasing a CD, you are contracting to keep the funds on deposit for a fixed period of time. In the event of withdrawal of the CD before its stated maturity date, an early withdrawal penalty will be imposed. The amount of the early withdrawal penalty varies with the term of the CD. Information concerning the amount of the penalty is disclosed in the CD or a separate notice given to you when you purchase a CD.

103. Limits on Negotiability and Transferability:

CDs are generally not issued in negotiable form and are not subject to check or other order. Furthermore, the ownership of a CD may only be transferred to another party with our consent, and then only in accordance with applicable rules and regulations that allow transfers in certain limited circumstances, such as death, incompetence, garnishment, or levy.

- 104. Renewal:** We can issue two types of CDs: (1) automatically renewable CDs and (2) CDs that do not automatically renew. If your CD is automatically renewable, it will renew at each maturity date for a specified period of time, which may be equal to or different than the duration of the original CD (as provided in the renewal notice), and on the same terms and conditions (unless you are otherwise notified by us), but not necessarily the same rate of interest, as the original CD. You can prevent an automatic renewal by giving us written instructions to the contrary on or before the maturity date or by presenting the CD for payment on or within seven (7) days after the maturity date. There is no early withdrawal penalty for a withdrawal made within seven (7) days after a maturity date of an automatically renewable CD. We may call an automatically renewable CD for payment at the end of the original term or at the end of any renewable term. If called, the CD and any earned interest that has been added to it for compounding will stop earning interest on the effective date of the call.

105. Notices of Maturity: As required by the Truth in Savings Act and implementing regulations for CDs with terms longer than one (1) month, we will send you a notice on or before the maturity date of your CD advising you of the upcoming maturity date and the options that are available to you.

B: All Other Interest-Bearing Accounts

106. Interest Rates: The rate of interest paid on all interest-bearing accounts other than certain types of CDs is subject to change, from time to time, at our discretion. The current rate of interest being paid on each type of account is posted on our website or will be communicated at the time of application and can also be obtained by calling us. Any change in interest rates becomes effective on the day the new rates are available.

107. Interest Accrual and Crediting: On all interest-bearing accounts (except CDs) interest begins to accrue on the business day on which we receive credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank or correspondent bank, as applicable).

Accrued interest will be credited to your account and becomes available for withdrawal on the interest payment date specified for your type of account. Except as may be stated in the terms and conditions of particular types of accounts, such as money market accounts or a CD, if any interest-bearing account is closed prior to an interest payment date, we will pay the accrued interest on the account.

108. Prior Notice of Withdrawal: For consumer and business accounts, we reserve the right to require you to give seven (7) days' prior written notice of any intended withdrawal from an interest-bearing account other than a CD. However, we do not currently require such a notice and any decision to require such a notice will be made in a nondiscriminatory manner and in accordance with applicable regulations.

109. Limits on Telephone and Preauthorized Transfers: For consumer and business accounts, under applicable federal regulations, there are limits on the number of preauthorized transfers we may process on certain interest-bearing accounts. The date the check or other transaction clears your account (rather than the date of the check

or transaction) will determine whether you have exceeded the permitted number of transactions. If you exceed or attempt to exceed these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close your account.

Federal regulations require us to place limitations on transactions from money market and savings accounts. Specifically, you are permitted or authorized to make no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four (4) weeks, to another account (including a transaction account) you maintain at the Bank or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by you and payable to third parties. A preauthorized transfer includes any arrangement by the Bank to pay a third party from your account upon your written or oral instruction (including an order received through ACH) or any arrangement by the Bank to pay a third party from your account at a predetermined time or on a fixed schedule. Such limitations do not include an arrangement that permits transfers for the purpose of repaying loans and associated expenses to the Bank (as originator or servicer) or that permits transfers of funds from this account to another of your accounts at the Bank or permits withdrawals (payments directly to you) from the account when such transfers or withdrawals are made by mail, messenger, ATM, or in person or when such withdrawals are made by telephone (via check mailed to you) regardless of the number of such transfers or withdrawals. (You must use a money market or savings account withdrawal slip, as applicable.) If you exceed these limits, we will contact you. If you repeatedly make more than the permitted number of transfers during any three (3) statement cycles during any consecutive twelve (12) month period, we may change your account to a transaction account. In addition, we will charge you an excess transaction fee for every transfer you make, in excess of the maximum six (6) permitted.

110. Payment of Interest on Interest Checking Accounts: We reserve the right to offer interest checking accounts.