



Deposit Account Agreement

Effective: July 24, 2023



Welcome to Webster Bank, N.A.

This agreement contains important information concerning your account with Webster Bank, N.A. Please read this booklet and keep it with your other bank records. This booklet and your other account documents, together with any changes we may later make to them, serve as our contract with you governing your deposit accounts. If you have any questions concerning your accounts, please call us at the number listed on the back cover of this booklet or visit your nearest Webster banking center. 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, N.A., including accounts marketed under the BrioDirect sub-brand. Webster Bank, N.A. is referred to in this Agreement as “Webster,” “Bank,” “we,” “us,” and “our.” In addition, the Bank provides a *Funds Availability Policy, Fee Schedule*, privacy and opt out notice, safe deposit box agreement and various account disclosures, agreements, notices, or policies, all of which, as they may be amended from time to time, are collectively referred to as “Additional Terms” and are incorporated herein by reference. If there is a conflict between the terms of this Agreement and the Additional Terms, the Additional Terms will apply to the specifically conflicting provision. 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 maintain one or more deposit accounts with us and anyone else with the authority to deposit, withdraw, or exercise control over the funds in an account.

2. Legal Effect of Provisions in Agreement: By opening your account or using your account, including any account service, 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. You should READ and RETAIN this Agreement so that you can refer to it whenever you have a question about your account. Except as otherwise set forth in this Agreement, the provisions in this Agreement apply to both consumer accounts and business accounts. **This Agreement contains an arbitration provision. Please read the Arbitration Agreement section carefully.**

3. 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 and services. 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 Additional Terms, which may include the certificate of deposit itself or the statement itself. Finally, this Agreement does not cover non-deposit products such as safe deposit boxes, loans, trust services, credit cards and brokerage services. If you would like more information on any of these special financial services, please ask us.

4. Effect of State and Federal Laws and Regulations: 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 Office of the Comptroller of the Currency; 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 where your account resides. In that regard, your account is deemed to “reside” in the state where our banking center at which your account was originally opened is located, which may, or may not, be the state of which you are a resident. If you opened your account online, your account shall be deemed to reside in Stamford, Connecticut and the laws of Connecticut shall govern. Subject to Section E of this Agreement, you agree to bring any arbitration, action or legal proceeding arising out of this Agreement or relating to your account in the county where your account resides. 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.

5. 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.

6. Construction: 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 sections.

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 any day on which banks in Connecticut are required or permitted to be closed or on which the Federal Reserve Bank of New York is closed. 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 at our banking centers 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 transfer, teller cash withdrawal, ATM withdrawal, or debit card purchase.

Mobile App: Means the applicable bank mobile banking app that allows account holders to access mobile banking features.

Website: Means the applicable bank website that allows account holders to access our online banking features, which may include websterbank.com and briodirectbanking.com.

B. YOUR ACCOUNT

8. Opening an Account: Your account will be opened when we have accepted your application to open an account; have issued you a certificate of deposit or other evidence of account ownership; you have received a copy 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 and Use Account Information: 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 or sources. 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 in accordance with our separately provided privacy notice.

If we close your account because of your unacceptable usage of the account, we may report your information, including your name, address, TIN, driver's license number, and the date and reason your account was closed to credit reporting agencies and/or to other account information service providers. The credit reporting agencies and account information service providers are authorized to supply this information to other financial institutions in accordance with applicable law. This may negatively affect your ability to establish an account at a financial institution for up to seven (7) years from the date of the report.

10. Identification Notice (USA Patriot Act): 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: 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: 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. To that end, unless otherwise required by law, notice of any change may be given by posting the change in our banking centers or on our Website or Mobile App. 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 of this Agreement.

13. Termination of Agreement; Closing of Your Account; Freezing of Your Account: This Agreement can be terminated and/or your account can be closed by either you or us at any time by a notice in writing (including via electronic communication) or other 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 or has a zero balance 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) any provision of this Agreement is violated, or (5) your nonpublic 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 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 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.

In addition to termination, we reserve the right to freeze or hold your account in the event of a dispute concerning the account (as described in Section G of Part III (Other Terms)), or if we reasonably believe that we may be exposed to loss or risk if your account is not frozen or held. For example, we reserve the right to freeze or hold your account if we receive notice from an authorized signer, officer or agent that the funds are in dispute or that a signer is not authorized.

14. Assignment: You may not assign this Agreement to any other party without our written consent. We reserve the right to assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

C. NOTICES, STATEMENTS, AND OTHER COMMUNICATIONS

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

Webster Bank:

Webster Bank
PO Box 10305
SO-320
Waterbury, CT 06726
Consumer Contact Center: 800.325.2424
Business Contact Center: 800.482.2220

BrioDirect:

Webster Bank
Attn: BrioDirect
One Jericho Plaza
Third Floor
Jericho, NY 11753
BrioDirect Contact Center: 877.369.2746

MaxMyInterest:

Webster Bank
Attn: MaxMyInterest
One Jericho Plaza
Third Floor
Jericho, NY 11753
MaxMyInterest Contact Center: 877.629.5877

Any written notice you give us is effective once we receive it and have a reasonable opportunity to act on it. Any written notice we send you is effective when sent to you at the email address or mailing address to which we are then sending your statements or, if you do not receive statements, to the email address or mailing 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 sending 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.

16. Statements: We make statements available to the primary owner of an account by mail and/or online at our Website and Mobile App. You agree to notify us promptly if you change your mailing 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 information sufficient to allow you to reasonably identify the items paid. We reserve the right to implement standard charges for any paper statements. If you qualify, you may opt out of receiving paper statements by mail.

It is your responsibility, and you agree, to examine each statement for any unauthorized signature, alteration, error, or irregularity on the statement or the items. You agree to contact us immediately upon your discovery of any error or unauthorized transaction appearing on your statement in accordance with Part III of this Agreement. Timely notification is required of you to resolve certain errors or unauthorized transactions. You will not receive a statement for certain accounts, such as Passbook Savings accounts.

17. Electronic Agreements: 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.

18. Your Waiver of Certain Notices: You waive notice of nonpayment, 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.

19. Lost Deposit Instrument: You agree to notify us promptly if your passbook, certificate of deposit, debit card, or any of your checks is lost or stolen.

D. ABANDONMENT OF ACCOUNT

20. Escheat in General: 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 time as specified by applicable state unclaimed property laws, 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 pursuant to the applicable state unclaimed property laws.

For escrow management and rent security accounts only, activity in any one account in the relationship will constitute activity in all accounts.

E. RESOLVING DISPUTES

PLEASE READ THIS SECTION CAREFULLY. EXCEPT AS THE ARBITRATION AGREEMENT HEREIN OTHERWISE PROVIDES, YOU AND WE WAIVE OUR RIGHTS TO TRY A CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION.

21. Arbitration Agreement: You and we agree that at your or our request, any dispute arising out of, relating to, or connected in any way with: (1) your account and any aspect of your relationship between you and us that is governed by this Agreement, or (2) the breach, enforcement, interpretation, application, or validity of this Agreement or this Arbitration Agreement, will be decided by binding arbitration. Arbitration involves the review and resolution of the dispute by a neutral party. Claims subject to this Arbitration Agreement include claims that arose before you and we entered into this Agreement (such as claims relating to advertising) and after termination of this Agreement.

In lieu of arbitration, either you or we can bring an individual claim in small claims court consistent with any applicable jurisdictional and monetary limits that may apply, provided that it is brought and maintained as an individual claim.

Jury Trial and Class Action Waiver. Except as this Arbitration Agreement otherwise provides, if either you or we choose arbitration, you and we acknowledge and agree that neither you nor we will have the right to litigate that dispute in court or to have a jury trial on that dispute. The parties further agree that any arbitration shall be conducted in their individual capacities and not as a class

action or other representative action and the parties expressly waive their right to file, participate as a representative or member of any class, or seek relief on a class basis pertaining to any dispute either you or we elect to arbitrate. The arbitrator's decision generally will be final and binding.

You and we may not be plaintiffs or class members in any purported class, collective, or representative proceeding, and may each bring claims against the other only in your or our individual capacity. Unless mutually agreed to by you and us, arbitration claims may not be consolidated or joined with claims of other persons who may have similar claims other than joint account holders or beneficiaries on your account and/or related accounts. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

If there is a determination that any term in the immediately preceding paragraph is unenforceable for any reason as to any claim, then this Arbitration Agreement will be inapplicable to that claim, and that claim will proceed instead through litigation in court rather than by arbitration but only after the conclusion of the arbitration of any claim that is subject to arbitration.

Governing Law and Arbitration Rules. This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (FAA), will govern the interpretation and enforcement of this Arbitration Agreement. If the FAA is found not to apply to any issue that arises in the enforcement of this Arbitration Agreement, then this issue will be resolved under the law of the state governing your account relationship.

The arbitration will be conducted under the then current and applicable Commercial Rules of the American Arbitration Association (AAA) for business accounts and the then current and applicable Consumer Rules of the AAA for consumer accounts. The AAA Rules are available online at www.adr.org or by calling the AAA at 800.778.7879. The arbitrator, and not any federal, state, or local court or agency will have exclusive authority to resolve any dispute about the interpretation, validity, applicability, or enforceability of this Arbitration Agreement. The applicable AAA rules will determine payment of fees by you and us.

Location and Procedure. If your claim is for \$10,000 or less, you may choose to have arbitration conducted solely on the basis of documents submitted to the arbitrator, via a telephone hearing, or by an in-person hearing in the federal judicial district where you reside, or as otherwise mutually agreed by the parties.

Arbitrator's Decision. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent allowed by applicable law, the arbitrator may award arbitration costs and attorney's fees to the prevailing party.

Duration. This Arbitration Agreement shall survive closure of your account or termination of all business with us.

22. Waiver of Trial by Jury: 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 (nonclass, nonrepresentative) 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.

23. Your Indemnification Obligations: 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.

24. Limitations on Our Liability: UNLESS EXPRESSLY PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAW OR THIS AGREEMENT, IN NO EVENT WILL YOU OR WE BE LIABLE TO THE OTHER PARTY 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. UNDER NO CIRCUMSTANCES WILL WE BE 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. 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.

The limitations of liability in this Section shall be in addition to and shall not limit any other limitations on our liability set forth in this Agreement.

25. Limitation on Time to Sue: 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.

26. Standard of Care: We are responsible for exercising only ordinary care in carrying out our obligations under and complying with this Agreement. When we take an item for processing by automated means, ordinary care does not require us to examine the item. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

27. Force Majeure: 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, pandemic, 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.

28. No Waiver of Our Rights: 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.

29. Systems and Software: 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

30. 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. Only the provisions relating to the classification and form of ownership established when you opened your account apply to your account. 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.

31. 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 or otherwise transact 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.

32. 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 unless applicable state law requires other treatment, or we agree with you in writing that the account is owned in some other way. 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.

Regardless of how your account is owned, we do not keep a separate record of each joint owner's interest in the account. We act on instructions from any joint owner (or a joint owner's authorized representative) without obtaining other joint owner's consent, including withdrawing or transferring funds, making payments, closing the account, or entering into special agreements regarding the account, including a power of attorney form. 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.

33. 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 your account resides (e.g., the Connecticut Uniform Transfers to Minors Act (“CUTMA”) or the Uniform Gift to Minors Act (“UGMA”) or other relevant laws, 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 when the minor reaches the age established by CUTMA or the applicable UGMA law in which your account resides. Upon notice of such events, we may pay the funds in the account to the minor without waiting for instructions from the custodian. 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.

34. 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.

35. 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.

36. Agency and Fiduciary Accounts: Any person 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 Agent owns the account in their own 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 or for actions taken at the request of 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.

37. Estate Account: An estate account is an account established by the executor or administrator (“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.

38. 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 classification and form of ownership of a business account are as designated when you sign up for your account.

The business entity, each person who signs the signature card (if applicable), any resolution or any other separate written authorization concerning an account, and any other person designated as an authorized signer, represent and warrant that (a) the business account owner is a legally organized, validly existing business entity in good standing, (b) the account will be primarily for business purposes, and NOT for personal, family, or household purposes, (c) the business entity has taken all

actions necessary to open and maintain the account, (d) all resolutions or other authorizations given to us by or on behalf of the business entity are true, accurate and complete in all respects, (e) all assumed or fictitious names used by the business entity have been duly registered or filed with the applicable governmental authorities, and (f) each person whose name is written or printed on the signature card (if applicable), 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 behalf of the business entity until we receive written notice that the authority has been terminated. We may act on the instructions of any one authorized signer on your account and not require multiple signatures. Any change in authorized signers is not effective until we receive notice of such change and have had reasonable time to act upon the notice.

39. 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.

40. 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 on the signature card or otherwise in the account record. 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.

41. Death or Incapacity: You agree to promptly notify us if you learn or suspect an account owner or authorized signer has died or has been declared incapacitated by a court or other legal authority. When we receive proper notice, we may proceed by: freezing the account until we receive documents verifying the death or incapacity and instructions regarding the funds remaining in the account, returning or reversing deposits, or applying funds in the account to any debt then owed to us by you before recognizing the rights of a surviving joint owner or other person to any remaining funds.

42. Power of Attorney: 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 a signature, 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

43. Deposit of Items: 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 ("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 nonconforming 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 have credited your account for a check or item that is subsequently returned to us unpaid, we may, solely at our option and without undertaking an obligation to do so, redeposit the returned check or item, and deduct the applicable fee from your account. If we choose to redeposit the returned check or item, you expressly agree that you have consented to this action and further agree that we have not waived or forfeited our right to deduct the amount of the returned check or item from your account by exercising the option to redeposit.

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.

44. Collection of Items: 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.

45. Depositing Remotely Created Checks: 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.

46. Direct Deposits: 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.

47. 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

48. Withdrawal Procedures: You may make withdrawals or transfer funds from your account by any means we make available to you, which may include in person, by phone, by mail, through online and mobile banking, or through a Webster ATM or other ATM that is part of an ATM network to which we belong. Some accounts also may be accessed by checks, debit cards, electronic banking equipment, or other means. To initiate a transfer or withdrawal from BrioDirect CD accounts, you must call 877.369.2746. Some accounts may not be accessed in person. 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 a particular banking center or 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 "signature on file," "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.

49. Electronic Check Conversion: 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.

50. 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 (an “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 an electronic loan or bill payment.

51. Posting Order: Our posting order is the order in which we apply credits and debits to your account balance. Generally, our process is to apply deposits and credits to your account first, followed by debit transactions based on transaction type, with fees and service charges posted last. However, certain fees, such as those for outgoing wire transfers, post immediately after the transaction to which the fees relate.

The following chart details our standard posting order by transaction type. Note that the posting order detailed below reflects our typical posting order but our actual posting order may differ in certain instances such as in the event of a processing issue or a suspicious transaction requiring exception handling.

Category	Transaction Type	Sort Order
1	• All deposits and credits ¹	
2	<ul style="list-style-type: none"> • Debit card transactions • ATM withdrawals • Outgoing wire transfers² • Cash withdrawals* with a client check or withdrawal ticket • Checks you write that are deposited by the payee into another Webster account³ • Internal transfer debits 	<ul style="list-style-type: none"> • By date and time received by Webster*, or • If date and time are not available, by lowest to highest dollar amount
3	<ul style="list-style-type: none"> • Preauthorized withdrawals (ACH) • Checks you write that are converted by the payee to electronic transactions (ACH) • Online bill payments processed electronically (ACH) 	<ul style="list-style-type: none"> • By lowest to highest dollar amount

Category	Transaction Type	Sort Order
4	• External transfer debits	• By date and time received by Webster*, or • If date and time are not available, by lowest to highest dollar amount
5	• Checks you write that are processed by the payee in paper form • Online bill payments processed as checks	• By serial number order • If no serial number, then by order received
6	• Account related service fees	• N/A

¹ Excludes any interest earned or rebates posted to your account.

² Fees for outgoing wire transfers post immediately after the transaction to which the fees relate.

³ Checks drawn on an account at Webster that are deposited at a Webster ATM, Banking Center or via mobile or remote deposit through our Website or Mobile App are processed with priority over other checks.

* Date and time provided to Webster may not reflect those on your receipt. If more than one transaction has the same date and time, the lower dollar amount will post first.

Within each category, we aim to post your transactions as closely as possible to the order in which you made them, given the information we have available. All transactions received during the day post at night on business days only. Transactions done on days other than business days are considered to be made on the next business day. Some transactions may show as "pending" on the Website, Mobile App, or ATMs. Pending transactions are reflected in your available balance during the day and may be based on information we receive from third parties.

If overdraft services fully cover the amount of any debit item posted against insufficient available funds, the debit item will be paid, the account will not be treated as overdrawn, and overdraft fees will not be assessed. However, you will remain responsible for any charges for use of that overdraft service. See Section 53 (Insufficient Funds, Uncollected Funds and Overdrafts) for more information.

52. Automated Check Processing: 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, arbitration or other dispute resolution 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 for items below a threshold amount we determine from time to time.

53. Insufficient Funds, Uncollected Funds and Overdrafts: An account is considered to have insufficient funds when the available balance is insufficient to pay a check or other debit transaction 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 or other item drawn on your account when the balance in the account that would be necessary to pay the check or other item 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.

Webster provides several types of overdraft protection arrangements. This Section addresses our standard overdraft practices. You may also have an overdraft line of credit agreement with us or elect to enroll in debit card overdraft services, each of which is subject to separate terms and conditions.

If you do not have overdraft protection or enough coverage under an overdraft line of credit agreement, debit card overdraft services arrangement, or other 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 or other items 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 pay the item, your account will be charged a fee in accordance with our Fee Schedule in effect as of the date of payment of the item.

54. Authorized Signature: Your signature in your account record or on the signature card (if applicable) is your authorized signature. We may accept digital images, electronic signatures, and facsimile signatures (reproductions of your manual signature by engraving, stamping, or other means) for documents that need to be signed or endorsed. 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 require 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. For digital images, electronic signatures, and facsimile signatures, you agree that you have the sole responsibility for maintaining the security of any such 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. 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 digital images, electronic signatures, and facsimile signatures.

55. Multiple Signatures: When an account is established, you may indicate your desire for more than one authorized signature on a check or other item drawn against the account by designating a specific number of desired signatures on the signature card, 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.

56. Remotely Created Checks: 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.

57. Cashing Checks for Non-Clients: We reserve the right to require reasonable identification from any person presenting a check drawn on us. 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.

58. Stop Payments: 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, we need the following information: (1) your bank account number; (2) the check number or range of numbers; (3) the check amount or amounts; (4) the payee(s) name(s); and (5) the date on the check. 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 for stopping payment on a check if you provide incorrect or incomplete information about the check. We are entitled to a reasonable period of time after we receive a stop order to notify our employees. You can request a stop payment through our Website, by phone, or by visiting a banking center. An oral stop payment order is binding on us only for fourteen (14) days unless confirmed in writing within this period. A written stop payment 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 presentation 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.

59. Stale, Time-Dated and Postdated Items: 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 postdated 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 postdated 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 postdated check.

60. Check Printing: 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.

61. Substitute Checks: This section applies to consumer accounts only. This notice describes rights you have when you receive or use substitute checks. To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Federal law permits banks to replace original checks with "substitute checks" in order to expedite check processing, and some or all of the checks that you receive back from us may be substitute checks. You can use it the same way you would use the original check. The following provisions describe your rights in connection with a disputed transaction involving a substitute check received from us. The rights described in this notice do not apply to original checks or to electronic debits from your Account.

What are My Rights Regarding Substitute Checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, you claim that we withdrew the wrong amount from your Account or that we withdrew funds from your Account more than once for the same check). The losses that you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and any fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you request a refund pursuant to this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account is interest-bearing) within ten (10) business days after the date we receive your claim and the remainder of your refund (plus interest if your Account is interest-bearing), not later than forty-five (45) calendar days after the date we receive your claim.

We may reverse the refund (including any interest on the refund) if we later demonstrate that the substitute check was correctly posted to your Account.

How Do I Make a Claim for a Refund for a Substitute Check? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at:

Webster Bank:

Webster Bank
PO Box 10305
SO-320
Waterbury, CT 06726
Consumer Contact Center: 800.325.2424
Business Contact Center: 800.482.2220

BrioDirect:

Webster Bank
Attn: BrioDirect
One Jericho Plaza
Third Floor
Jericho, NY 11753
BrioDirect Contact Center: 877.369.2746

MaxMyInterest:

Webster Bank
Attn: MaxMyInterest
One Jericho Plaza
Third Floor
Jericho, NY 11753
MaxMyInterest Contact Center: 877.629.5877

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); an estimate of the amount of your loss; an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and a copy of the substitute check and/or the following information to help us identify the substitute check: identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check.

C. ELECTRONIC FUND TRANSFERS – CONSUMER ACCOUNTS ONLY

62. General: This Section C of Part III (Electronic Fund Transfers – Consumer Accounts) Only explains provisions that apply to electronic fund transfers to or from consumer accounts. 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.

63. 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 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 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; and
- Get checking or savings account information.

(c) ATM Transfers: You may access your account by ATM using your debit card and PIN to:

- Make deposits to checking or savings accounts;
- Get cash withdrawals from checking or savings accounts in accordance with your daily limits specified in the Additional Terms;
- Transfer funds from checking or savings accounts to checking or savings accounts;
- Transfer funds from money market accounts to checking or statement savings accounts; and
- 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, by mobile device), pay for services (in person, by phone, by computer, by mobile device), get cash from a merchant (if the merchant permits) or from a participating financial institution, and do anything that a participating merchant will accept; and
- You may not exceed your daily transaction limit specified in the Additional Terms.

(e) Computer/Mobile Transfers: You may access your account by computer or by mobile device by using your access credentials to log in to the Website 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; and
- Pay bills using online banking bill payment services.

(f) Mobile Banking Transfers: You may access the Mobile 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; and
- Pay bills using online banking bill payment services.

You may be charged access fees by your cell phone provider based on your individual plan. Internet access is needed to use this service. Check with your cell phone 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 ACH or other payment networks. 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:

(h) 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.

(i) 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.

64. Fees: You agree to pay all fees and charges incurred pursuant to our current *Fee Schedule*. All fees are subject to change. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

65. 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.

Consumer Contact Center: 800.325.2424

BrioDirect Contact Center: 877.369.2746

MaxMyInterest Contact Center: 877.629.5877

- (c) **Periodic Statements:** We will send you or make an account statement available.

66. 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 is 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.

67. 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, we will not be liable if:

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

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

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

- (1) where it is necessary for completing transfers;
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) in order to comply with government agency or court orders; or
- (4) as otherwise explained in our privacy notice.

69. Consumer Liability for Unauthorized Transfers: Tell us at once if you believe your 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 debit card and/or code, you can lose no more than \$50 if someone used your 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 debit card and/or code, and we can prove we could have stopped someone from using your 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 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.

70. Additional Limits on Liability for Consumer Debit Mastercard®: You will not be liable for any unauthorized transactions using your consumer debit Mastercard if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your debit card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark of Mastercard International Incorporated.

71. Additional Limits on Liability for Visa® Consumer Debit Cards: Your liability for unauthorized use of your consumer Visa debit card when it is used for purchase transactions will not exceed zero dollars (\$0) if (i) you can demonstrate that you have exercised reasonable care in safeguarding your debit card from risk of loss, theft, or unauthorized use; (ii) you have not reported two (2) or more incidents of unauthorized use to us within the preceding twelve (12) months; and (iii) your account is in good standing.

72. 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:

Webster Bank
PO Box 10305
SO-320
Waterbury, CT 06726
Consumer Contact Center: 800.325.2424
Business Contact Center: 800.482.2220

BrioDirect:

Webster Bank
Attn: BrioDirect
One Jericho Plaza
Third Floor
Jericho, NY 11753
BrioDirect Contact Center: 877.369.2746

MaxMyInterest:

Webster Bank
Attn: MaxMyInterest
One Jericho Plaza
Third Floor
Jericho, NY 11753
MaxMyInterest Contact Center: 877.629.5877

When contacting us regarding error resolution, please:

- (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.

73. 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.

74. Other Terms and Conditions:

- (a) We have the right to refuse a transaction on your account when your debit card has been reported lost or stolen or when we reasonably believe there is unusual activity on the account.
- (b) Unless we agree otherwise, you cannot use your 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 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 debit card or on any item kept with your debit card.
- (d) If you give your 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 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.

75. Changing This Agreement: For purposes of this Section C of Part III (Electronic Fund Transfers – Consumer Accounts Only), 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 CIRRUS 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 ONLY

76. 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

77. General: Unless you have entered into a separate agreement with us regarding the use of our fund transfer services, the following special rules will apply to any fund transfers you send or receive through us in connection with accounts. However, the special rules in this Section E of Part III (Fund Transfers) 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, but do apply to all other fund transfers including, 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) have the meanings set forth in Article 4A.

Funds transfers to or from your account will be governed by the rules of the funds transfer system(s) through which the transfers are made ("system rules"), including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association, the Clearing House Interbank Payments System ("CHIPS"), the Society for Worldwide Interbank Financial Telecommunication ("SWIFT"), the RTP network operated by The Clearing House, or other funds transfer system. We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury's Office

of Foreign Assets Control (“OFAC”) and the Financial Crimes Enforcement Network (“FinCEN”). Irrespective of any special rules or separate agreement, all ACH transactions to or from your account are subject to the National Automated Clearing House Association Rules (“Nacha Rules”) and any other applicable local clearing house rules and you agree to be bound by such rules. By conducting ACH transfers to or from your account, you agree to comply with Nacha Rules.

78. Sending Fund Transfers: For each fund transfer that you want to send through us, you must complete, sign and give us a separate fund transfer request in a form that is acceptable to us. We will exercise reasonable effort, but make no guarantees, to process your funds transfer on the same business day as you requested the transfer. The request must be received by us before the applicable cutoff time, which is 5:00 p.m. for wire fund transfers and 5:00 p.m. for ACH fund transfers, in order to make a “same day transfer”. If we receive your request after such cutoff time, we will treat it as if it were 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 thirty (30) 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 30-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.

79. Receiving Fund Transfers: 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.

We may refuse to process any request for a foreign exchange transaction. However, should we choose to process such transaction, any incoming wire transfers received in a foreign currency for payment into your account will be converted into U.S. dollars using the applicable exchange rate without prior notice to you. In addition to any applicable fees, we make money when we convert one currency to another currency for you. The exchange rate used when we convert one currency to another is set at our sole discretion, and it includes a separate markup. The fee compensates us for considerations including, without limitation, costs incurred, market risks, and our desired return. The exchange rate we provide to you may be different from exchange rates you see elsewhere, or different than the one provided to our other clients. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks.

80. Fund Transfer Security Procedures: You agree that we will follow a commercially reasonable security procedure of our choice to verify the authenticity of an instruction we receive to send a funds transfer from your account. The security procedure may vary depending on whether we receive the instruction in person, in writing, by phone, or via the Website or Mobile App. If we offer, but you decline, an optional security procedure that is commercially reasonable, then you agree that the security procedure chosen to verify the payment order is commercially reasonable for your transaction. You agree to be bound by any funds transfer request that we receive and verify following a commercially reasonable security procedure, even if the payment order was not authorized by you.

81. Our Liability for Funds Transfers: OUR ONLY LIABILITY, IF ANY, AND YOUR EXCLUSIVE REMEDY, IF ANY, IN CONNECTION WITH AN INCOMPLETE FUNDS TRANSFER, OR OTHERWISE BECAUSE OF A FUNDS TRANSFER (INCLUDING A FAILURE TO MAKE SUCH TRANSFER), WILL BE FOR US TO COMPENSATE YOU IN AN AMOUNT COMMENSURATE WITH THE INTEREST WHICH YOU WOULD HAVE EARNED HAD THE TRANSFER TAKEN PLACE.

F. REVIEWING STATEMENTS AND TRANSACTIONS; PROTECTING YOUR ACCOUNT

82. Reviewing Statements and Error Notification: 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 inspect the account statements and check images on a regular basis to look for improper or unauthorized signatures, alterations, forged endorsements, errors, overpayments, or any other irregularities, and to ensure that the account is handled in a proper manner. Except as noted in Section C of Part III (Electronic Fund Transfers – Consumer Accounts Only) with respect to 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 thirty (30) 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 thirty (30) days of the date on which the forged or altered item was provided to you. 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 and we will not be responsible for unauthorized transactions made by the same wrongdoer. 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 thirty (30) 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 mailed or made available to you the monthly statement. This expanded reporting deadline only applies if this is a consumer account.

83. Security Procedures: You agree to safeguard any operating procedures and related information, security keys, identification codes, passwords or other security devices related to your account and not to disclose them to any person to whom such disclosure is not authorized or necessary for the conduct of your business affairs. You further agree to notify us immediately if you have reason to believe that the security procedures have been breached.

There are several precautions you can and should take to decrease the risk of fraud or theft related to your account. You should adopt all reasonable precautions to prevent any unauthorized access of your account including, but not limited to:

- Safeguarding critical identity information such as your deposit account number;
- Safeguarding checkbooks, unused checks, electronic access devices, 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; and
- Closing your account immediately upon discovery of any known or suspected unauthorized debits.

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, and we make no guarantees as to their effectiveness, the products and services we offer may 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).

84. Identity Theft or Security Issue with your Account: If you become aware of a security issue with your account or that you may be the subject of identity theft, you should file a report with your local police department and consider contacting the FTC's Identity Theft Hotline toll-free at 877.ID.THEFT (877.438.4338). The FTC enters the information into a secure consumer fraud database and shares it with local, state, and federal law enforcement agencies. In addition to notifying the authorities, you should contact us (and any other bank or other creditor where you have an account) with notice that you think you may be the subject of identity theft.

85. Client Safety Information Regarding our ATMs: Surveillance cameras record the activity at ATM facilities. When you use an ATM, keep the following safety tips in mind: (i) close the door completely upon entering and exiting the ATM facility; (ii) do not permit any unknown persons to enter the ATM facility after regular banking hours; and (ii) place withdrawn cash securely on your person before exiting the ATM facility.

Complaints concerning security in the ATM facility should be directed to Webster at 800.325.2424 or if you are located in New York, the New York ATM Safety hotline at 877.BANK.NYS. The nearest available public telephone should be used to call the police if emergency assistance is needed.

G. OTHER TERMS

86. Checks: If your account allows you to write checks, when you open your account or anytime thereafter, you may order a supply of checks from our vendor. The cost of such checks will vary depending upon the style and quantity of checks that you order. If you purchase replacement checks from a vendor other than our vendor, a special handling charge may be deducted from your account for items that are not machine readable and you agree to pay these charges.

87. Dollar Limitations for Business Account Transfers: For business accounts, there are limits on the amount of cash you may withdraw from your account by ATM using your debit card, and there are limits on the amount of transactions per day using your debit card. These limits are set forth in the account disclosures or Additional Terms.

88. Security Limits: There is generally no limit on the number of times a debit card may be used each day as long as the applicable daily ATM withdrawal limit and daily purchase limit are not exceeded and there is a sufficient available balance in the account. However, for security reasons we may place additional limits on the amount, number, or type of transactions you can make using your debit card. If we place such limits on your transactions, we provide you with notice of such limits and may work with you to resolve any security concerns.

89. Card Transactions Using Currency Other Than U.S. Dollars: 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® 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 debit card fees, in accordance with our *Fee Schedule* in effect at the time of the transaction.

90. Electronic Images: 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.

91. Check Imaging: 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, which may be 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.

92. Setoff and Security Interest: If you ever owe us or our affiliates money, we have the right under the law to apply funds in any of your accounts to pay your debt (called “setoff”). When we exercise this right of setoff, we reduce the funds in your accounts by the amount of the debt that is due or past due as allowed by the laws governing your account. We are not required to give you any prior notice to exercise our right of setoff. A debt includes any amount you owe individually or together with someone else both now or in the future, which includes any overdrafts and our fees. If your account is a joint account, we may setoff funds in it to pay the debt of any joint owner. Note, that our right to setoff extends to any federal or state benefit payments (including Social Security benefits) deposited to your account, subject to applicable law. Should we be obligated to return any federal or state benefits deposited to your accounts after you are no longer eligible to receive them, we may set off against any of your accounts to recover the payments you were ineligible to receive.

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.

93. Legal Process against Account: 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 proper legal process, you authorize us to accept and comply with it.

We will comply with the legal process 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 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. Unless otherwise prohibited by applicable law, a processing fee may be charged in connection with legal process affecting your account in addition to any reimbursement required. 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.

94. Conflicts; Disputes: 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.

95. Other Adverse Claims: 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.

96. Death or Incompetence: Neither the death nor a legal adjudication of incompetence of an owner or authorized signer 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 an authorized signer or a person claiming an interest in the account.

97. Fees, Service Charges and Balance Requirements: 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 and the Additional Terms, including the applicable *Fee Schedule*. You are liable for any fees and account deficiencies 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.

98. Client's Responsibility for Check Endorsement: 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.

99. Credit Information: 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 us to notify us that you opt out. You may receive additional notices of the right to opt out, but you only need to respond once to exercise this right.

100. Transfer of Ownership: 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.

101. Internet Gambling Notice: For business accounts only, the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG require that we notify our business account holders that are prohibited from processing restricted transactions (i.e., transactions in which a person knowingly accepts credit, funds, instruments or other proceeds in connection with unlawful Internet gambling) through your business accounts. Business account holders agree not to engage in restricted transactions and to notify us if your account includes deposits related to Internet gambling of any kind. If you engage in a restricted transaction, we may terminate your access to payment methods or close your account.

102. Telephone and Electronic Communications: We may randomly monitor and record our telephone conversations and electronic communications (including chat, email, and other electronic media) with you for quality assurance, training, fraud and security purposes. We usually do not record telephone calls or communications without notice to you; however, unless the law requires otherwise, you consent in advance to such recording and monitoring, and we do not need to remind you.

By giving us a telephone number (including a cell, a wireless, or mobile phone number) or email address you consent to receiving calls, text messages, and emails from us and our affiliates, vendors, and agents for our everyday business purposes (including identity verification) using the contact information you provided. You acknowledge and agree that such telephone calls may include, but are not limited to, live operator calls, text messages, artificial or prerecorded messages/or calls made using automated technology. You also consent to receiving text messages and emails from us for marketing purposes at the contact information you provided, consistent with our privacy notice. Message and data rates may apply, and you agree that we will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such communications. You understand that this consent to communicate for marketing purposes is not a condition to receiving or obtaining our services, and you may contact us anytime to change these preferences.

If any of your contact information (including any telephone number or email addresses) changes, or if you cease to be the owner, subscriber or primary user of your telephone number or email address, you agree to immediately give us notice of such facts so that we may update our records.

103. 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.

104. 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

105. Calculation of Interest: We use the daily balance method to calculate the interest on your interest-bearing accounts. This method applies a daily periodic rate to the principal balance in your account each calendar day. We may not pay interest on funds deposited by a check that is subsequently returned unpaid. On interest-bearing checking, money market and savings accounts for noncash items, interest begins to accrue no later than the business day we receive credit for your deposit. On all CD accounts, interest begins to accrue on the business day you make your deposit. Interest is compounded and credited on the frequency set forth in the Additional Terms. If you close an interest-bearing account, interest that has accrued but has not been posted will be paid through the day before the account is closed.

106. Withholding and Reporting of Interest: Interest-bearing 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 do not 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. Nonresident 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 nonresident 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 nonresident alien owners who have signed and submitted W-8BEN Certification Forms at the time the account is opened and to expand the title, account record, or signature card to include the names of additional nonresident alien owners at the time we receive a signed and dated W-8BEN Certification Form from such nonresident 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.

A. CERTIFICATES OF DEPOSIT

107. General Information and Term: When you open a certificate of deposit ("CD") account, you will receive a certificate or other documentation setting forth additional terms and conditions governing your CD, including the term of your CD. You are required to maintain your CD with us for that period of time.

108. Computation of Interest: Interest rates offered on new CDs vary, from time to time, in our discretion. Unless otherwise stated in the Additional Terms accompanying your CD, the rate of interest paid on a CD does not vary during its term.

109. 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.

110. 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 your CD or the Additional Terms given to you when you purchase a CD.

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 upon the death, disability, or legal incapacity of the owner of the CD.

111. 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.

112. 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 ten (10) days after the maturity date. There is no early withdrawal penalty for a withdrawal made within ten (10) 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.

113. Notices of Maturity: For consumer accounts only, 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

114. 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 at our banking center, Website, or otherwise communicated to you 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.

115. 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.

116. Prior Notice of Withdrawal: 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 of withdrawal.

117. Limits on Telephone and Preauthorized Transfers: There may be limits on the number of preauthorized transfers we may process on certain interest-bearing accounts. If such limitations apply, 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 any 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.

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

119. Passbook Savings Accounts: For Passbook Savings accounts, you will not receive a statement. Your passbook will serve as evidence of your account and record of account activity. You agree to carefully examine the activity recorded in your passbook and to give us prompt notice of any error or discrepancy that you may discover. If there are discrepancies between the entries contained in your passbook and in our records, you agree that our records will control. If your passbook is lost, stolen or destroyed, you must contact us immediately. We may, at our sole discretion, issue a new passbook to you and deduct a fee from your account as set forth in the Fee Schedule. If your passbook is reported lost or stolen, we may impose a thirty (30) day waiting period, and/or require that a bond be posted prior to issuing a new passbook. We reserve the right to convert your Passbook Savings account to a statement account. Your Passbook Savings account is not eligible for certain services including, ACH debits or online banking through our Website or Mobile App.

Contact Us:

Consumer Contact Center:
800.325.2424

Business Contact Center:
800.482.2220

BrioDirect Contact Center:
877.369.2746

MaxMyInterest Contact Center:
877.629.5877