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Electronic Banking Agreement

Welcome to People's United Bank, N.A. formerly Farmington Bank. This Electronic Banking Agreement ("**Agreement**") governs your use of People's United Electronic Banking Services (as defined below). The use of these Electronic Banking Services is subject to certain restrictions, including geographic limitations. Please print a copy of this Agreement for your records. By subscribing to or using People's United Electronic Banking you agree to the terms and conditions in this Agreement and (after their effective date) any changes in such terms and conditions, as they apply to the use of People's United Electronic Banking. If you do not agree with the terms and conditions you may not use People's United Bank Electronic Banking.

AMENDMENTS

The Bank may revise these terms and conditions from time to time without prior notice. You should visit this page periodically to review these terms & conditions, because they may change from time to time, and are binding whenever you use any Bank Web site.

DEFINITIONS

"**People's United Electronic Banking**" or "**Electronic Banking**" or "**Online Banking**" or "**Mobile Banking**" is a consumer electronic banking service that allows you to access account information, check balances, transfer funds and, if you elect to, pay bills. You may access Electronic Banking through Farmington Bank's Web site on the Internet at www.farmingtonbankct.com. For the purpose of this document, "**You**," and "**Your**" shall refer to each depositor who signs up for People's United Electronic Banking. "**We**", "**Us**", "**Our**" and "**Bank**" shall refer to People's United Bank, National Association. Business days are Monday through Friday, holidays not included. All references to time of day in this Agreement and Disclosure refer to Eastern Time.

SERVICES AVAILABLE THROUGH ELECTRONIC BANKING

The Electronic Banking service allows you to:

- Check balances
- Transfer funds between accounts
- Review statements and other account information
- View your check images
- Place a stop payment on any check you wrote drawn from a People's United account
- Access Online Bill Payment service

The Online Bill Payment service allows you to:

- Pay most bills from your checking account
- Add, change, and delete payments
- Cancel or modify future and recurring bill payments and transfers. *NOTE: your ability to cancel payments and transfers is limited; see the [Terms And Conditions Of The Bill Payment Service](#)*
- Make Person to Person payments

RELATION TO OTHER AGREEMENTS

Your use of People's United Electronic Banking is subject to the terms and conditions of this Agreement as well as the terms and conditions of any agreement between you and People's United that is applicable to the products and/or services accessed through People's United Electronic Banking, which may include the People's United [Personal and Business Deposit Account Information](#), the [Electronic Funds Transfer Agreement](#) and various loan agreements. The Online Bill Payment service is governed in accordance with the [Terms And Conditions Of The Bill Payment Service](#) which are available online when you enroll and when you log in to use the service. All such agreements may be amended from time to time and are incorporated herein by reference.

FEES

You will not be charged for enrolling in People's United Electronic Banking. Fees are described in the applicable Miscellaneous Fees and Charges schedule. Fees may change over time. You are also responsible for all telephone, cable, satellite, or other telecommunications charges incurred in connecting to People's United Electronic Banking and for charges by any Internet Service Provider providing connection to the Internet.

ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES

By enrolling in and using People's United Electronic Banking, you consent to the electronic transmission of all information and records, including your financial information that would otherwise have been given in writing. You also agree that the information or other communication delivered to us electronically is in writing and we may treat it, as appropriate, as containing your signature.

Your consent will be deemed effective for as long as you use Electronic Banking. You may revoke your consent by notifying us as set forth in the Termination section of this agreement. If you revoke your consent, your right to use this Web site and Electronic Banking will be terminated. You must tell us immediately if your e-mail address or contact information changes by contacting us directly or updating your online account information.

If you enroll for our eStatement program, online statements and periodic disclosures will also be delivered electronically. Your consent applies to all records of the account, including transactions, copies of imaged check items, if applicable, and account notifications, as applicable. You have the right to terminate your enrollment in our eStatement service at any time. You may do so by telephoning our Customer Support Center at 877-376-2265, by mailing a request to: People's United Customer Service, 1 Farm Glen Boulevard, Farmington, CT 06032, or by e-mailing us at info@farmingtonbankct.com. The withdrawal of your consent will be processed as soon as possible. Please allow a complete statement cycle for any method of statement delivery change to take effect.

You may obtain a paper copy of any record of this account, including statements, transactions, notices, and copies of imaged checks, if applicable, at any time by contacting our Customer Support Center at the phone number and address listed above. See our Miscellaneous Fees and Charges schedule for any associated charges for these records.

Your enrollment in the eStatement service does not affect any of the terms and conditions otherwise applicable to an account as separately disclosed to you, either in the Electronic Banking Agreement, applications and enrollment forms, the applicable personal or business fee schedules, credit or deposit agreements, our Privacy Policy or other written disclosures.

HARDWARE AND SOFTWARE REQUIREMENTS

The computer requirements to use People's United Electronic Banking are as follows: your personal computer, laptop, portable computer, mobile handset, Internet Service Provider web browser, any software, any telecommunications, and any related equipment referred to collectively as your "computer".

You are responsible for the installation, maintenance, operation and costs of your computer. By enrolling in Electronic Banking, you represent that your computer has the capability to receive electronic messages at the email address provided by you, that you can access and retrieve information in electronic form, and that you can either print or store those messages and information. We are not responsible for any computer virus, worm, trojan horse or other similar harmful component that may enter your computer in connection with the use of Electronic Banking or otherwise.

From time to time, we may require that you upgrade or install software on your computer. You agree to promptly load any such upgrades or software to your computer upon our notification to you of such upgrade or software.

In order to ensure proper operation of Electronic Banking, you must also have an Internet Service Provider (ISP) and a web browser that supports the level of encryption that we use. We may change these encryption requirements from time to time. If you cannot or do not want to upgrade, your consent and use of People's United Electronic Banking will be terminated.

We reserve the right to perform maintenance on our equipment or system on a regular basis which may result in interrupted service or errors in the use of Electronic Banking. It may be necessary for us to change the scope of People's United Electronic Banking from time to time. Furthermore, we reserve the right to block access Electronic Banking to maintain or restore security to our Web site and systems if we reasonably believe that your User Name and Password

have been or may be obtained, or are being used or may be used by an unauthorized person(s). We will attempt to provide prior notice of such interruptions, changes or denials of access, but cannot guarantee that such notice will be provided.

People's United Bank Electronic Banking uses our proprietary software or the proprietary software of our licensors. If we have provided you with software to use with Electronic Banking, you are being granted a non-exclusive, non-transferable license to use this software and only for your personal, use as provided in this Agreement. You may not disassemble, de-compile, copy, modify, reverse engineer, sell, rent, sublicense, time-share or distribute any of the People's United Electronic Banking software or information or allow anyone else to do so.

Due to the variety of computer operating systems, hardware configurations and online connectivity, People's United may not be able to provide detailed technical assistance with your specific Computer. We will make every attempt to assist you; however, we cannot guarantee that we will be able to resolve every issue relating your access to Electronic Banking. There may be situations where you will need to secure technical assistance from a qualified third party at your expense.

PRIVACY (applies to consumer accounts only)

Please see People's United Privacy Policy for details regarding the manner in which we collect and use information about you and maintain the confidentiality of your personally identifiable information. Your access or use of Electronic Banking constitutes your agreement to the terms and conditions of our Privacy Policy and our use of information gathered about you in accordance with that policy. Our Privacy Policy may be revised from time to time. We may notify you of the changes by mail, email, or by posting a modified Privacy Policy that you can view through Electronic Banking. Your continued use of Electronic Banking following such notification or posting will constitute your acceptance of the revised Privacy Policy. Accordingly, please check regularly for revisions to our Privacy Policy.

People's United may collect and use the information described below about your Internet connection and usage whenever you visit a People's United Web site:

- the dates and times that you access a People's United Web site
- the web pages you visit
- if you link to a People's United Web site from other Web sites, the address(es) of the other Web sites the types and versions of browser and operating systems you use to access a People's United Web site
- the Internet Service Providers ("ISP") and Internet Protocol ("IP") addresses from which you access a Bank Web site (an IP address is a number that is automatically assigned to your computer whenever you are surfing the web)
- the actions you try to perform (for example, downloading a document) and whether you are successful

People's United may use this information to measure the number of visitors to People's United Web sites and web pages, and to help make People's United's Web sites more useful.

SECURITY

People's United Electronic Banking is designed to safeguard your online transactions from unauthorized use. We use multiple levels of protection: A User Identification System (User Name and Password and a process to ensure we are connected to your computer, and encryption of your information. Encryption is a method of scrambling your information, including your User Name and Password, so that it cannot be read by others who do not have authorization to unscramble that information. The information you enter is encrypted by your browser, and is only decrypted (unscrambled) when it reaches our Web server. For additional security, the first time you log in, and each time you log in from a new device, you will be required to enter an authentication code which you choose to receive via telephone, text message or email.

The enhanced security enables our customers to register their identity and their personal computers with us, so that we can authenticate them upon log in; as well as enabling our customers to confirm that they are at the genuine People's United Web site. Additional protection is provided by "firewalls" at our Web server location, and by policies that restrict access to your account information to only those who need to support you as a customer.

IDENTIFICATION PROTECTION

When you enroll in Electronic Banking, you will select a User Name and Password. Together your User Name and Password identify you as a People's United Electronic Banking customer and the accounts or functions you are allowed to access. You will be asked to supply your User Name and Password each time you use Electronic Banking. For additional security, the first time you log in, and each time you log in from a new device, you will be required to enter an authentication code which you choose to receive via telephone, text message or email.

You will then enter your Password on a secure web page. Separating these two key log in steps better protects the privacy and security of your personal and financial information.

No one can access your account information without supplying the correct User Identification information, so you should be sure to select a User Name and Password that cannot be easily guessed or figured out by others. To help safeguard your Password, you should keep it confidential. You agree not to give your Password, or make it available, to any other person. We are entitled to act on transaction instructions received using your User Name and Password, and you agree that the use of your User Name and Password will have the same legal effect as your signature authorizing the transaction.

Your use of People's United Electronic Banking with the Codes authorized by People's United will be deemed by us to be valid and authentic and you intend and agree that any communications to us under your Login Codes will be given the same legal effect as written and signed paper communications and/or authorizations. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

SINGLE LOGIN ID PER USER

People's United Electronic Banking Codes are for the use of a single account holder. Joint account holders should obtain their own Codes if they each want access to their joint account online. If you allow others to use your Codes you will be liable for all activities of those individuals whether or not they act in a manner authorized by you.

ACCOUNTS LINKED TO ELECTRONIC BANKING

When you enroll for Electronic Banking, we will link all of your eligible People's United accounts. Eligible accounts are all consumer deposit and loan accounts to which your social security (or other tax identification number) is attached and which are enabled for electronic access at the discretion of People's United.

WHAT YOU MUST DO TO PROTECT YOUR ACCOUNTS AND INFORMATION

You agree to adopt and implement all reasonable security measures to protect your accounts and information including, but not limited to, observing the following:

- Do not share your Password with anyone.
- Do not store your Password in a conspicuous place.
- Do not access People's United Electronic Banking using public computers or public networks (i.e., using a personal laptop on public Wi-Fi network).
- Log off of People's United Electronic Banking when you are finished using it.
- Do not walk away from your Computer while logged on to People's United Bank Electronic Banking.
- Use anti-virus software to keep your Computer clean and free of viruses.
- Review and reconcile your Account activity on a regular, timely basis.
- Clear your browser's cache on a regular basis in order to remove copies of Web pages that may be stored temporarily on your system. (See your browser "Help" area for information on how to clear your cache.)
- Make sure you access the site directly at www.peoples.com, instead of clicking on links in email that may be disguised as People's United.
- Inform us if your email address changes and provide us with your new email address.

From time to time, we may provide links to or from other Internet Web sites. If you are leaving our site, we will generally inform you. You should read the other site's terms of use, privacy policy and other agreements.

SUBMISSIONS

Please keep in mind that messages you send to us by Internet e-mail may not be secure. Do not send us any confidential or personal information (including, e.g., account numbers) by Internet e-mail. People's United will not be responsible for any damages you may incur if you communicate confidential or personal information to us over the Internet, or if we communicate such information to you, at your request.

All information submitted to or received by People's United through a People's United Web site or otherwise through the Internet (including through e-mail) shall be deemed to be and remain the property of People's United. People's United shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in any information any visitor to any People's United Web site provides People's United through the Web site or otherwise through the Internet (including through e-mail). People's United shall not be subject to any obligations of confidentiality regarding any submitted information except as expressly agreed by People's United or as required by law.

LINKS TO OTHER SITES

People's United Web sites may contain links to third party Web sites. These links are provided for convenience purposes only. If you choose to link to such third party Web sites, People's United makes no warranties, either expressed, implied or statutory, concerning the content of such Web sites. People's United does not warrant that such sites or content are free from any claims of copyright or other infringement or that such Web sites or content are devoid of viruses or other contamination. People's United disclaims all liability of any kind whatsoever arising out of your use of, or inability to use such third party Web sites, the use of your information by such third parties, and the security of information you provide to such third parties. Third party Web sites are not under the control of People's United. Links to non-People's United sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites. Descriptions of, or references to, products, services, or publications of third parties within any People's United Web site do not imply endorsement of any third party's product, service or publication.

WARRANTIES DISCLAIMER

People's United Electronic Banking is provided "as is" and "as available". To the maximum extent permitted by law, we expressly disclaim and you hereby waive all warranties of any kind, either express or implied without limitation, implied warranties or merchantability, fitness for a particular purpose or non-infringement of third party rights. Electronic Banking is not error-free, and is not continuously available.

All information and materials contained in People's United's Web sites, including all terms, conditions and descriptions of products and services, are subject to change without notice. People's United and participating suppliers may discontinue or make changes in the information, terms, conditions, products or services described in People's United's Web sites at any time. Any dated information is published as of its date only, and People's United does not undertake any obligation or responsibility to update or amend any such information. People's United's Web sites may from time to time include technical inaccuracies or typographical errors. You may wish to revisit certain pages of People's United's Web sites from time to time to check for updating changes.

Information contained in People's United's Web sites is not intended to provide any specific legal, accounting, financial, or tax advice for any individual or entity, and should not be relied upon or used for any such purposes.

DAMAGES

In no event shall People's United or its Officers, Directors, Employees or Agents be liable to you for any loss including, without limitation loss of data, injury or damages, whether direct, indirect, special, incidental, exemplary or consequential, including lost profits arising out of or related to this Agreement or the subject matter herein even if we have been advised of the possibility of such loss, injury or damages. You agree to hold People's United harmless for any such loss, injury or damages. Some jurisdictions do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above exclusions or limitations may not apply to you.

TERMINATION

You may terminate your use of People's United Electronic Banking at any time by calling People's United Customer Support Center at 877-376-2265. You may also write to People's United Customer Service, One Farm Glen Boulevard, Farmington, CT 06032. We may terminate your use of Electronic Banking in whole or in part, for any or no reason, at any time without prior notice. If for any reason more than one person is authorized to withdraw funds from your Account or electronically access your Account, we cannot stop that person from using Electronic Banking. If we terminate your use of Electronic Banking, we reserve the right to make no further transfers, payments or transactions from your Account, including any transfers and transactions you have previously authorized. If you do not log in to Electronic Banking for an extended period of time, your service may be considered inactive. We reserve the right to terminate your access Electronic Banking without notification to you if it has been inactive for 90 consecutive days.

COPYRIGHT NOTICES

The works of authorship contained in People's United's Web sites, including but not limited to all design, text, sound recordings, icons and images, are owned, except as otherwise expressly stated, by People's United. Except as otherwise expressly stated, the works contained in People's United's Web sites may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without People's United's written consent.

People's United's Web sites are strictly for your own personal noncommercial use. Nothing from a People's United's Web site may be modified, sold, transferred, or used by you for commercial purposes. Any downloading, printing or copying from a People's United Web site must be for your personal use only.

ASSIGNMENT

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties, without notice to you.

GOVERNING LAW

These Terms and Conditions are governed by federal law and the substantive laws of the State of Connecticut, without regard to principles of conflict of law or choice of law. If any provision of these Terms and Conditions is determined to be void or unenforceable, in whole or in part, by a court having jurisdiction, it shall be severable from all other provisions and shall not affect or impair the validity of any other provisions of these Terms and Conditions. Each provision of these Terms and Conditions is deemed to be separate and distinct. The captions in these Terms and Conditions are for convenience only and are not intended to affect the meaning or interpretation of these Terms and Conditions.

QUESTIONS?

If you have any questions, or want further information, you may contact People's United online through our Contact Us page, by calling 877-376-2265, or by writing to People's United Customer Service, One Farm Glen Boulevard, Farmington, CT 06032.

FARMINGTON BANK IS NOW PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION

BUSINESS CONNECTION ACCESS AGREEMENT (applies to Business accounts only)

This Business Connection Access Agreement (this "Agreement") is by and between People's United (the "Bank") and the customer identified below ("Customer"). This Agreement governs Customer's use People's United's internet-based system for accessing certain cash management services provided by People's United to commercial customers ("Business Connection"). This Agreement, together with People's United's Cash Management Master Agreement, other written agreements relating to the Bank's cash management services and all applicable People's United deposit account contracts, represent the entire understanding of the parties. If any portion of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect. This Agreement shall be governed by and interpreted in accordance with Federal laws and regulations and to the extent there is no applicable Federal law or regulation, by the laws of the State of Connecticut. From time to time, Bank may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective upon receipt of notice by Customer or such later date as may be stated in Bank's notice to Customer.

- 1. Definitions.** Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings set forth below. "We," "us," "our," and "Bank" means People's United Bank, National Association.

"Customer", "you," and "your," means each owner of an account linked to Business Connection pursuant to this Agreement.

"You" and "yours" also means any Administrator and all Authorized Representatives to whom you have delegated Business Connection authority.

"Administrator" means the individual you grant the authority to: (i) exercise any right or take any action granted to Customer under this Agreement or any Cash Management Services Agreement, (ii) determine the individuals who will be authorized to use the Cash Management Services on your behalf ("Authorized Representatives") and (iii) establish limits on each Authorized Representative's authority to access information and conduct transactions.

"Authorized Representative" means each individual, including your Administrator, to whom you grant authority to, on your behalf, conduct Cash Management Services transactions and access your Cash Management Services information pursuant to any Cash Management Services agreements.

"Business Days" are Monday through Friday. Holidays are not included. All references to time of day in this Agreement refer to Eastern Time.

“Cash Management Service” or “Services” mean the cash management services identified in the Bank’s Cash Management Master Agreement.

2. **General.** With Business Connection you can obtain on-line access to certain account information, electronic funds transfer services, and other account maintenance functions, as more fully described herein and in the Cash Management Master Agreement and any Cash Management Services Agreements.

3. **Available Cash Management Services.** You may conduct the following Cash Management Services activities and transactions through online access to Business Connection:
 - View account balances
 - Review transaction history
 - Transfer funds electronically between your accounts at Bank
 - Review statements and other account information
 - View your check images
 - Place a stop payment on any check issued by you and drawn on Bank
 - Monitor and Control Check and ACH Payments through positive pay
 - Initiate Wire Transfers
 - Domestic Wires
 - Foreign Wires
 - Initiate Electronic Funds Transfers through the Automated Clearing House
 - Individual Entries
 - Batch Files
 - Export account data to popular financial management packages such as Quicken or Money
 - Send e-mail to us
 - Access Remote Deposit Capture

4. **Authority to participate in this Agreement.** You represent that you have full power to act on and enter into this Agreement on behalf of the Company.

5. **Eligibility Requirement.** To be eligible for access to Business Connection you must be operating as a validly existing business entity in good standing. We may require you to complete an application in connection with your request for access to Business Connection. Each of the accounts and each transaction effected through the use of your Access ID and Password must be for business purposes, and NOT for personal, family, or household purposes.

Approval of your application will be determined in the sole discretion of People’s United. Bank’s willingness to provide Service is dependent on the Customer’s financial condition, and will be subject to periodic review by Bank. You agree and authorize Bank directly or through an agent, to obtain your credit report in connection with your application for access and, in Bank’s sole discretion, at later dates, in connection with your use of Business Connection. Subject to applicable law and at the Bank’s sole discretion we reserve the right to modify, suspend, or terminate your access to Business Connection at any time without notice or refund of previously incurred fees. Bank may limit your access and/or the dollar amount of transfers and payments based on your credit report or financial condition.

6. **Equipment Requirements.** Access to Business Connection requires the use of computer hardware and software. You need to have a PDF viewing plugin installed for the internet browser you are using. The recommended product is Acrobat Reader. It is your sole responsibility for maintaining your computer equipment in good working order, with the necessary compatibility and format to interface with Bank’s systems, including without limitation, the ability to support Bank’s security measures. The installation, maintenance, and operation of your equipment, including, but not limited to, computer, modem, personal software, and the Internet access through your Internet access provider is the sole responsibility of the Customer. Bank is not responsible for any errors or failures from any malfunction of your equipment or software, and we are not responsible for any computer virus or related problems that may be associated with the use of Business Connection. Bank is not responsible for any failure or loss caused if any of your software or hardware is not compatible with our system.

You acknowledge that you are aware of the risks inherent in using computer systems connected to the Internet to store and transmit important business and financial information. In light of such risks, Customer agrees to install and maintain, throughout the term of this Agreement, up-to-date and state-of-the-art protective software, such as firewalls, antivirus, spyware and monitoring software, to detect and prevent unauthorized access to the computer systems Customer may use to access the Services. Customer agrees to maintain a vigilant watch to defeat and avoid phishing, pharming or other online attacks or fraudulent schemes that could compromise the security of Customer’s access to Business Connection or any Cash Management Service.

7. Term and Termination. Access to Business Connection will become effective from the date we make Business Connection available to you and continue until terminated in accordance with this Agreement or the Cash Management Master Agreement. The Agreement shall be terminated, (i) upon written notice by either party to the other, provided we are given a reasonable time, which shall not be less than two (2) business days, to act on such notice or (ii) upon termination of the relationship between the parties. Bank may terminate this Agreement immediately, without notice to you, if Bank determines, in its sole discretion, that you have breached this Agreement or actions or omissions by you place the Bank at risk.

8. Security Procedures. You will be required to provide Bank with a list of Authorized Representatives who are authorized to access account information and initiate account transactions and payment orders on your behalf. Bank will provide each of your Authorized Representatives with an Access ID and initial Password. Each Authorized Representative will be required to change this Password to a private personal Password upon first accessing Business Connection. Notwithstanding the foregoing, Bank reserves the right to issue and manage (i.e. reset, change, etc.) all Customer Access IDs and Passwords. Bank may also agree to allow Customer's Administrator to manage Customer's Access IDs and Passwords. Use of the Access ID and Password is required each time the Authorized Representative logs on and requests access to Business Connection. The Access IDs that we issue and the personal Passwords that you and your Authorized Representatives choose, when used together, identify you and your Authorized Representatives as authorized users of Business Connection and determine the accounts and/or functions you are allowed to access. For additional security, the first time you log in, and each time you log in from a new device, you will be required to enter an authentication code which you choose to receive via telephone, text message or email. You agree to comply with the security procedures described herein with respect to your access to account information or to provide instructions and payment orders for funds transfers (which may include ACH transfers, wire transfers, internal transfers, or stop payment orders) to us through Business Connection. In addition to Access IDs and Passwords, Business Connection. You acknowledge that safeguarding of the Access ID's and Passwords is entirely within your control, and that Bank may rely on any communication received from you through Business Connection or from any person using an Access ID assigned to you or your Authorized Representatives. You agree to prevent any disclosure of the security procedures described herein or your Access IDs and Passwords, except to your Administrator or Authorized Representatives who have a need to know the information to effect transactions through Business Connection on your behalf (a "need-to-know" basis). You agree to instruct all Authorized Representatives to maintain the confidentiality of their Access ID's and Passwords.

For certain services accessed through Business Connection, such as Bank's funds wire transfer and ACH origination services, You and Your Authorized Representatives will be required to adhere to the additional Security Procedures described in this paragraph. The Administrator and all Authorized Representatives shall, when required by Business Connection, input the unique authentication code which you choose to receive via telephone, text message or email. The bank strongly recommends using a phone call or text method as a means of authentication to submit these types of transactions.

You agree that you or your Administrator will notify the Bank immediately if an Authorized Representative is no longer authorized to access Business Connection. Such notice may be oral, but must be confirmed by written notice within two (2) business days on a form provided by the Bank. If you wish to change an Authorized Representative's access level you must submit the request in writing.

The Bank has adopted the security procedures described herein for the purposes of verifying instructions and payment orders (or communications seeking to amend or cancel instructions) as those of the Customer and not for detecting errors in the content of the instructions.

You agree that no bank can ever guarantee that certain security procedures will be effective.

You agree to follow the security procedures in exact detail and in a pro-active manner, and to promptly notify the Bank if the confidentiality of the security procedures is compromised. You agree that such security procedures are commercially reasonable, and that you will take all steps necessary so that these security procedures are likely to be successful under the circumstances of your business and its day-to-day methods of transacting business.

Bank shall not be responsible for liability, loss or damage of any kind resulting from any delay in performance of or failure to perform its responsibilities hereunder due to causes beyond the Bank's reasonable control.

You shall be solely responsible for protecting against unauthorized access to Business Connection by implementing appropriate physical security measures and other security procedures. You or your Administrator agree to notify Bank immediately if the security or confidentiality of the procedures is breached or compromised in any way, and you will immediately instruct Authorized Representatives to change their passwords to restore security.

9. Administrator. In addition to other rights and obligations describe herein, the Administrator shall be responsible for issuing requests to Bank to reset Access IDs and Passwords and notifying Bank of any modifications, additions, or deletions to your list of Authorized Representatives. With Bank's prior consent, Bank may allow the Administrator to reset Access IDs and Passwords, and perform certain other functions, directly through Business Connection. All instructions or changes in instructions under this Agreement must be issued to Bank in writing on the appropriate form.

10. People's United that you will access through Business Connection and which of the Cash Management Services each Authorized Representative is authorized to access, as well as any limits on the dollar amount of transfers that can be entered based on the Authorized Representative's Access ID and Password.

11. Account Information Disclosure. You agree that we may disclose information to third parties about your account, and the payments or transfers you make in the following instances:

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

12. Stop Payment Orders. If you execute through Business Connection an order for stop payment on an item that is drawn on your account at Bank ("Stop Payment Order"), you agree that it is your responsibility to verify that the item has not already been paid. You are solely responsible for ensuring that the Stop Payment Order contains complete and accurate information, including, without limitation, the accurate name to which the Check is made payable, the Check number, the account number and the exact dollar amount of the Check.

As verification that your stop payment order has been placed, a confirmation number will be displayed after you have completed the required stop payment order information.

A Stop Payment Order issued through Business Connection will be valid for 14 days. A written confirmation will be sent to you for verification of information and signature. If the signed confirmation is not returned to us within the 14 days, the Stop Payment Order will no longer be valid. If the signed written confirmation of the Stop Payment Order is returned within the 14 days from the date the Stop Payment Order was requested through Business Connection the Stop Payment Order will be in effect for 12 months.

Bank will have no liability for failing to act on a Stop Payment Order that does not describe the check with reasonable certainty, or if the Bank does not have a reasonable opportunity to honor the stop payment order, even if the failure to stop payment causes other checks to be returned for insufficient funds.

13. Accounts Requiring Two Signatures. Unless allowed by Bank in its sole discretion, Accounts which have been designated as requiring two signatures are not eligible to be linked through Business Connection for Cash Management Services involving transfers of funds from such accounts. In the event Bank allows such accounts to be linked to Business Connection, transactions involving such accounts must be conducted by two of Customer's Authorized Representatives. Each Authorized Representative must separately adhere to the Business Connection log on procedures and Security Procedures prior to accessing and conducting a transaction involving such accounts through Business Connection. Customer agrees that Bank shall have no liability to Customer for transfers from such accounts when the dual control procedures described herein are not followed by Customer or its Authorized Representatives.

14. Fees. You agree that Bank may debit any account linked to Business Connection for all applicable fees we may disclose separately and charge in connection with your use of Business Connection. If there are not sufficient funds in such accounts to cover the amount of the fees, we may reimburse ourselves from any other account maintained by you at Bank.

15. Duty to Inspect. You are responsible for monitoring your use of the Services, including each individual transaction processed by the Bank, and notifying the Bank of any errors or other problems within ten (10) Calendar Days (or such longer period as may be required by applicable law) after the Bank has made available to Customer any report, statement or other material containing or reflecting the error, including an account analysis statement or on-line account information or notices. Except to the extent required by law, failure to notify the Bank of an error or problem within such time will relieve the Bank of any and all liability for interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event Customer fails to report such error or problem within thirty (30) days after the Bank made available such report, statement or on-line account information or notices, the transaction shall be deemed to have been properly authorized and executed and Bank

shall have no liability with respect to any error or problem. Customer agrees that its sole remedy in the event of an error by Bank in the implementation or execution of any selection, request or order from Customer shall be to have the Bank correct the error within a reasonable period of time after discovering the error or receiving notice of the error from Customer.

- 16. Electronic Funds Transfers.** All transfers and payments are subject to funds availability. Requests for funds transfers must meet specific deadlines established by Bank. File delivery deadlines are subject to change.
- 17. Internal Transfers.** The cut-off time for internal transfers is 7:00 PM, all transfers received after the cut-off time will be processed on the next business day that the Bank is open.
- 18. Wire Transfers.** A separate agreement will be required if you wish to use this Cash Management Service.
- 19. External ACH Transfers.** A separate agreement will be required if you wish to use this Cash Management Service.
- 20. Links to Other Sites.** For your convenience we may provide links to other Web sites that are not under the control of Bank. Bank makes no warranties either expressed or implied, concerning the content of such sites, including the operations, programming and conduct of transactions over such sites. Bank disclaims all liability of any kind whatsoever arising out of your use of, or inability to use such third party Web sites, the use of your information by such third parties, and the security of information you provide to such third parties.
- 21. No Third Party Beneficiaries/Third Party Claims.** The services provided to you through Business Connection are for your sole and exclusive benefit, and no other persons or organizations shall have any of the rights and remedies arising under this Agreement. You agree to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of third parties of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from any Service delivered to you pursuant to this Agreement.
- 22. Disclaimer of Warranty.** No warranties with respect to Business Connection are made by us nor do we warrant that Business Connection will meet your specific requirements.

BANK MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE USE OF BUSINESS CONNECTION. BANK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME THE ENTIRE RISKS AS TO THE QUALITY AND PERFORMANCE OF BUSINESS CONNECTION.

- 23. Limitation of Liability.** In no event shall Bank be liable to you for any damages, including lost profits, lost savings or other direct, indirect, incidental, special or consequential damages arising out of the use or inability to use Business Connection, or for any claim by another party.

You understand that by using Business Connection, information about your accounts and transactions will be transmitted over the Internet. You agree that Bank will have no liability to you if an unauthorized third party obtains information about your accounts or transactions despite reasonable precautions that we have taken to maintain the confidentiality of such information.

If a transaction which you have properly processed through Business Connection, in accordance with the on-line "help" instructions or other instructions provided, (a) is not completed, or (b) is completed for an incorrect amount, or (c) is directed to a person or entity which does not comply with your instructions, and such error occurred through Bank's gross negligence or willful misconduct, we will be responsible for returning any improperly transferred funds to your account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. THE RECREDITING OF YOUR ACCOUNT AND THE REDIRECTING OF PAYMENTS AND TRANSFERS SHALL CONSTITUTE BANK'S ENTIRE LIABILITY FOR INCOMPLETE OR INCORRECT PAYMENTS OR TRANSFERS.

- 24. Notices.** Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Customer, the Administrator or any Authorized Representative, or to provide any notice or advice to Customer, the Administrator or any Authorized Representative with respect to any matter. Except as otherwise provided herein, any notice under this Agreement must be in writing and delivered by express carrier or sent by United States registered or certified mail and, if to Customer, addressed to Customer at Customer's address appearing at the end of this Agreement, and if to Bank, addressed to:

One Farm Glen Boulevard

Farmington, CT 06032

Attn: Commercial Deposit Services

Each notice shall be addressed as indicated above, unless written notice of a change in a party's address has been provided to the other party in accordance with this section. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

25. Successors and Assigns. This Agreement is binding on Bank and Customer, their successors and assigns.

26. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut.

QUESTIONS?

If you have any questions, or want further information, you may contact People's United online through our Contact Us page, by calling 877-376-2265, or by writing to People's United Bank Customer Service, One Farm Glen Boulevard, Farmington, CT 06032.