Deposit Account Disclosures For Consumer Accounts

WebsterBank®

TABLE OF CONTENTS

DEPOSIT ACCOUNT AGREEMENT 3
GENERAL TERMS AND CONDITIONS 3
Account Opening and Verification 3
Social Security Number, Accurate Name and Address Required . . 4
Privacy, the USA PATRIOT Act, and Opening an Account 4
Deposits 4
Claims 5
Checks Made Payable to a Business 5
Withdrawals 5
Interest-Bearing Account Information 5
Banking Day Cutoff 6
Abandoned Accounts 6
Check Cashing Policy 6
Direct Deposit 6
Automated Clearing House (“ACH”) 7
Right to Discontinue Accounts 7
Right to Refuse Any Deposit, to Close Any Account, or to Terminate Account Services 7
Account Information Services 8
Agent 8
Facsimile Signatures 8
Right of Setoff 9
Statements of Account and Reasonable Care 9
What Happens If You Owe Us Money or Cause Us to Sustain a Loss . . 9
Address for Notices 10
Joint Ownership Accounts 10
Tenant In Common Accounts 11
Not Transferable 12
Change in Ownership 12
Power of Attorney 12
Confidentiality 12
Legal Process 13
Accounts Governed by Special Rules Not Included in this Agreement 13
Trust and Fiduciary Accounts 13
Changes to this Agreement 15
Waivers 15
Assignment 15
CUSTOMER REPRESENTATIONS AND WARRANTIES 16
For Personal, Family or Household Purposes Only 16
CHECKING ACCOUNTS 16
Checks 16
Stale Checks 16
Postdated Checks 16
Restrictive Legends 16
Check Imaging 16
Overdrafts/Insufficient Funds 16
Stop Payments 17
Preauthorized Drafts 17
Order of Posting Transactions 17
Checking Account Subaccounts 18
SAVINGS ACCOUNTS AND MONEY MARKET ACCOUNTS . . . 19
Order of Posting Transactions 19
Transfers and Electronic Payments 19
Holiday Club Accounts 19
Passbook Savings Accounts 19
CERTIFICATE OF DEPOSIT ACCOUNTS 20
Minimum Opening Balance 20
Interest Information 20
Maturity of Your Certificate 20
Transaction Limits 20
Early Withdrawal 20
Liquidity Certificate 20
Retirement Plan, Deferred Compensation Plan and Other Tax Deferred Plan Certificates 21
SUBSTITUTE CHECKS 21
Substitute Checks and Your Rights 21
What is a Substitute Check? 21
What are My Rights Regarding Substitute Checks? 21

How Do I Make a Claim for a Refund? 21
WIRE TRANSFER TERMS AND CONDITIONS - NON-RECURRING FUNDS TRANSFERS 22
Authorization and Security Procedure 22
Instructions or Changes 22
Canceling or Amending a Payment Order. 23
Complete Discretion to Accept or Reject Orders 23
Cutoff Time 23
Identifying Numbers Supersede Identified Names 23
International Funds Transfers. 23
Fees 24
Notification of Discrepancy and Refunds 24
YOUR ABILITY TO WITHDRAW FUNDS 25
Determining the Availability of a Deposit. 25
Same Day Availability 25
Next Day Availability. 25
Other Check Deposits 26
Holds on Other Funds 27
If You Are a New Customer 27
Mobile Deposits 28
Deadlines 28
Mobile Deposit Limits. 28
Automated Teller Machine Deposits 28
International Visa® Money Transfers (VMT) 28
ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE 28
Electronic Banking Services Available. 29
Change in Terms or New Services 29
Limits on Electronic Banking Services 30
POINT OF SALE AND PURCHASE TRANSACTIONS 31
POS Transactions and Insufficient Funds 31
POS Transactions. 31
International Transaction Exchange Rate 32
Termination of Service 32
Banking Day 32
Other Information 32
Debit Card Overdraft Services 32
Merchant Refusal 32
Refund 32
Disputes 32
SERVICES GOVERNED BY SPECIAL RULES NOT INCLUDED IN THIS AGREEMENT 33
Online Services 33
LIABILITY 33
Unauthorized Transfers 33
Visa® Zero Liability Protection 33
Our Liability 34
Error Resolution Notice 35
OTHER INFORMATION 36
Right to Receive Documentation of Transfers 36
Stop Payments and Notice of Varying Amounts 36
CUSTOMER AGREEMENT 37
ATM Card or Visa® Debit Card Transaction 37
Security Measures 37
Receipts 37
When You Owe Us Money 37
Our Liability 37
For Your Safety When Using an ATM 38
Customer Safety Information Required by New York Law 38
ARBITRATION AND DISPUTE RESOLUTION 38
Binding Arbitration. 38
Arbitration Procedure; Severability 39
Rights Preserved 39
Fees and Expenses of Arbitration 40
IDENTITY THEFT 40
How to Avoid Becoming a Victim of Identity Theft 40
Identity Theft 40
Pretext Calling 40
Avoid Becoming a Victim of Identity Theft and Pretext Calling. . . . 40
Victim of Identity Theft 41
NOTICE TO CUSTOMERS: A CTR REFERENCE GUIDE 42

We are pleased to provide you with this booklet that explains the terms and conditions of your Consumer Deposit Account(s). A "Consumer Deposit Account" is an account used primarily for personal, family, or household purposes. Separate disclosures are available for your business and commercial accounts. Please read this booklet carefully and retain it for your records.

The use and maintenance of your Consumer Deposit Account will be governed by this booklet (this "Agreement"), federal law and by applicable state law without reference to principles of conflicts of laws. The applicable state law will be the law of the state where your Consumer Deposit Account was opened, as indicated in our records. If your Account was opened via the internet, it shall be deemed to have been opened in and, the law of Waterbury, Connecticut shall govern. Applicable state law shall govern only to the extent not superseded by federal laws, rules or regulations. If a law is passed or a regulation is promulgated that has the effect of making some provision contained in this Agreement unenforceable or illegal, that provision shall be invalid and the remaining provisions shall remain in full force and effect. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to comply with such law or regulation to most closely follow the original purpose of such provision. Subject to the Section entitled Arbitration and Dispute Resolution, you agree to bring any arbitration, action or legal proceeding arising out of this Agreement or relating to any Deposit Account in the county where your Deposit Account was opened. If your Account was opened via the internet, you agree to bring any arbitration, action or legal proceeding arising out of this Agreement or relating to any Consumer Deposit Account in New Haven County, Connecticut.

As used in this Agreement, unless otherwise indicated, the words "you" or "your" mean the person(s) that maintains a Consumer Deposit Account with Webster. The words "we", "us", "our", "Bank" or "Webster" mean Webster Bank, N.A., including all banking center locations. The word "Account" means each Consumer Deposit Account that you maintain with us. Unless otherwise indicated (see, for example, the section below called "Your Ability to Withdraw Funds"), "Banking Day" means any Monday through Friday, excluding holidays, on which banks in Connecticut are required or permitted to operate, and on which the Federal Reserve Bank of Boston is open for business.

DEPOSIT ACCOUNT AGREEMENT

This Deposit Account Agreement contains the general terms and conditions that apply to your Account(s). However, some types of Accounts have specific terms and conditions that apply only to that particular Account type. If a conflict should arise between the general terms and conditions of this Agreement and the specific terms and conditions relative to a particular Account type, the specific terms and conditions will apply. If a conflict should arise between this Agreement and the Electronic Fund Transfers Agreement and Disclosure ("EFT Agreement"), the EFT Agreement will apply to your electronic fund transfer transactions. In addition to this Agreement, we have provided you with a Fee Schedule, Interest Rate Schedule, Webster Privacy and Opt-Out Notice and other applicable disclosures, which are hereby incorporated into this Agreement. We reserve the right to update this Agreement from time to time.

GENERAL TERMS AND CONDITIONS

Account Opening and Verification. By signing the Account signature card, clicking "I agree" on WebsterOnline when opening an account

online, transacting business on the Account, having an ownership interest in the Account, and/or activating a service, you agree to be bound by the provisions of this Agreement. You agree that we may obtain a credit report, or any other consumer report, to verify any information provided by you and for other purposes permitted by law (including whether you continue to meet the terms of any Account). Upon your request, we will provide you with the name of the credit bureau(s) that furnished your credit report. You also agree that we may verify your employment, income, assets, debts, and references for purposes of considering your eligibility for products and/or services.

If you open a checking and savings account or open an additional checking or savings account, you will be eligible for an ATM or Debit card. To qualify for a Visa® Debit Card, you must open a checking account.

Social Security Number, Accurate Name and Address Required. You acknowledge and agree that any information that you have supplied to us, or will supply in the future, is complete and correct. An accurate Taxpayer Identification Number ("TIN") is required to open an Account. For individuals and most sole proprietorships, the TIN is the individual's Social Security Number ("SSN"). For certain resident and non-resident aliens, the TIN is the Individual Taxpayer Identification Number ("ITIN") issued by the Internal Revenue Service ("IRS"). We require that you certify as to the accuracy of your TIN on the signature card, during online account opening, or on any other form(s) and/or application(s) that we may deem necessary. If the TIN that you provide to us is incorrect, we reserve the right to deduct from your Account any charges imposed by the IRS resulting from this error, if permitted by law. Federal law may require that we withhold a portion of any interest earned and remit it to the IRS. If this occurs, we will report the amount withheld to you and to the IRS. It is your responsibility to inform us of any name and/or address changes so that you will receive all appropriate statements and notices. Whenever a statement is returned to us as unclaimed or undeliverable as a result of your failure to provide adequate instructions or to notify us of an address change, we reserve the right to discontinue sending statements until otherwise instructed by you.

Privacy, the USA PATRIOT Act, and Opening an Account. At Webster, we respect and protect the confidentiality of customer information. We will only request information that is necessary to open and to service your Account. Some of the information that we request is required by a federal law called the USA PATRIOT Act and regulations adopted by governmental agencies to implement this law. The USA PATRIOT Act requires us to obtain, verify and record information that identifies each person or entity that opens an Account. This information helps the government fight the funding of terrorism and money laundering activities.

When you open an Account or apply for a loan, we are required to obtain your name, address, TIN and date of birth. In addition, we will ask that you provide your driver's license, as well as any other identifying documents that we may deem necessary. Please rest assured that all customer information is kept in the strictest confidence, except as required by law or may be permitted by law to be disclosed, as more fully described in the Webster Privacy and Opt-Out Notice (as that Privacy and Opt-Out Notice may be amended from time to time).

Deposits. Deposits to your Account(s) may be made in person at any of our banking offices or by any other means that we may make available to you from time to time. Some deposits must be accompanied by a properly completed deposit ticket. Proper identification is required when depositing or cashing checks in

person. Checks must be deposited into the account of the party to whom the check is made payable. We reserve the right to limit, to refuse, or to return any check or other item (including any Electronic Fund Transfer) submitted for deposit to your Account. If we have credited your Account for a check or item that is subsequently returned to us unpaid (including any Electronic Fund Transfer), we reserve the right to deduct the amount of the returned check or item from your Account, as well as any applicable fees set forth in the **Fee Schedule**. We may, solely at our option and without undertaking an obligation to do so, re-deposit the returned check or item, and deduct the applicable fee from your Account. If we choose to re-deposit 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 re-deposit. Please refer to **"Your Ability to Withdraw Funds"** below for details concerning how and when we will generally make funds available to you, including when funds are generally considered to be deposited.

Claims. If a claim is asserted with respect to any check or item (including any Electronic Fund Transfer) after final payment alleging that such check or item was altered, contained a forged or unauthorized signature or endorsement, or was not properly payable for any reason, we reserve the right to withhold the amount of such check or item from any Account(s) that you maintain with us pending the investigation and until the claim is finally resolved. If we sustain any loss or damage as a result of relying on your representations and/or instructions, you will be responsible for the costs and fees associated with such loss or damage. (Please see **"What Happens If You Owe Us Money or Cause Us to Sustain a Loss"**.)

Checks Made Payable to a Business. Checks made payable to a business are accepted for deposit only into a business account. For other rules concerning your business accounts, please refer to the disclosures that were provided to you at the time you opened your business or commercial Account.

Withdrawals. Withdrawals from your Account may be made in person at any of our banking offices or by any other means that we may make available to you from time to time. We require proper identification for any withdrawal from your Account. For your own protection, we will not permit a withdrawal from your Account if we are not satisfied that the person making the withdrawal is authorized to do so.

We are not obligated to honor any withdrawal in an amount in excess of the Available Balance in your Account. Your "Available Balance" is the amount of money available for immediate withdrawal from your account. We may, in our sole discretion, permit such a withdrawal and in such case, you agree to pay the overdrawn amount and all applicable service charges immediately upon demand.

For Accounts other than non-interest bearing checking accounts, federal regulations grant us the right to require that you provide us with not less than seven (7) days written notice prior to the withdrawal or transfer of all or a part of the funds in your Account and Webster hereby reserves the right to require such notice. Longer notice periods may be enforced under certain circumstances.

Interest-Bearing Account Information. We reserve the right to change interest rates and annual percentage yields at our discretion, at any time, unless stated otherwise in this Agreement. Such changes are generally based on economic conditions. 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 non-cash items, interest begins to accrue no later than the Banking Day we receive credit for your deposit. On all Certificates of Deposit accounts, interest begins to accrue on the Banking Day you make your deposit. Interest is compounded and credited monthly on interest-bearing Checking, Savings, Money Market, and Certificates of Deposit accounts. Interest is compounded and credited quarterly on Holiday Club accounts. 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.

Webster may pay varying levels of interest based on the balance of your Account. These balance levels are subject to change at our discretion. For additional information, please refer to the **Interest Rate Schedule**.

Banking Day Cutoff. If you make a deposit or a withdrawal after the Banking Day cutoff time, we may treat the deposit or withdrawal as if it had been made the next Banking Day. Please ask us about the cutoff time to determine the effective date of your transaction. We reserve the right to change the Banking Day cutoff time.

Abandoned Accounts. If you fail to notify us in writing of any change to your mailing address, or if you do not make a deposit to or withdrawal from your Account for an extended period of time as determined by the laws of the state where your Account was opened or the laws of the state of the last mailing address for your Account in our records, your Account may be considered inactive and abandoned. Accounts that are considered abandoned will be relinquished to the applicable state. We will attempt to contact you prior to relinquishing any funds to the state. You agree that we are not responsible for any funds relinquished to the state pursuant to applicable laws and regulations. If your funds are relinquished to the state, you must apply to the applicable state agency to reclaim your funds.

Please refer to the **Fee Schedule** regarding fees that may apply to inactive accounts.

Check Cashing Policy. Our check cashing policy is designed to assist our customers and to protect their deposits. Our policy is to cash checks for our customers who have deposit accounts with Available Balances in excess of the amount of the check(s) presented. This policy applies to all types of checks, including personal, payroll and checks issued by insurance companies and businesses. Since check cashing is a basic and important service to nearly all of our customers, we suggest that you maintain deposit balances that will exceed your anticipated check cashing needs. In certain circumstances, we will cash checks drawn against Webster deposit accounts for individuals who are not customers, provided that the checks are made payable to the non-customer, drawn against a Webster deposit account, and that proper identification is presented.

We reserve the right to implement a fee for these services. Please refer to the Fee Schedule regarding fees that may apply to check cashing services.

Direct Deposit. If you have arranged with a third party to directly deposit funds into your Account, you, as well as any and all other owner(s) of the Account, acknowledge and agree that special conditions may apply concerning the availability of directly deposited funds. For example, pension, Social Security and other government payments, may not be withdrawn if the payee is deceased. If funds

are withdrawn by one or more owners, the surviving owner(s) is responsible for any loss incurred, including the cost of collection and attorneys' fees, in recovering the funds so withdrawn. This also applies to other conditions concerning direct deposit arrangements that are violated by one or more owner(s). You further agree that if you have authorized direct deposit into an Account that is closed or is otherwise unavailable to receive deposits, that, in our complete discretion, we may elect to either: (a) return the deposit to the source, or (b) deposit the funds to another Account of which you are an owner. We will have no liability to you for electing either course of action.

Automated Clearing House ("ACH"). All ACH transactions 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. ACH credits are provisional until we receive final payment. If we do not receive final payment, we will deduct the amount of the ACH credit from your Account, or otherwise demand payment from you, and the party making payment to you shall not be deemed to have paid you the amount of the entry. We will not send notice of ACH transactions posted to your Account, other than as recorded on your periodic statement.

YOU AGREE TO INDEMNIFY AND HOLD WEBSTER HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) RESULTING FROM ANY ERROR ON YOUR PART, OR ANY FAILURE ON YOUR PART TO EXERCISE REASONABLE CARE, IN THE PROVISION, TRANSMISSION OR PROCESSING OF DATA PROVIDED TO WEBSTER THEREUNDER OR IN COMPLYING WITH ANY NACHA RULES OR IN WEBSTER'S RELYING ON YOUR REQUEST AND INSTRUCTIONS OR COMPLYING WITH OBLIGATIONS UNDER THE ELECTRONIC FUND TRANSFER ACT, THE OFFICE OF FOREIGN ASSETS CONTROL ("OFAC"), UCC ARTICLE 4A AND FEDERAL RESERVE BOARD REGULATION E.

Right to Discontinue Accounts. We reserve the right to discontinue any of our deposit account programs and related services without prior notice.

Right to Refuse Any Deposit, to Close Any Account, or to Terminate Account Services. We reserve the right to refuse to accept your deposit, including a new account deposit, and to close your Account at any time, without notice, if we have sustained a loss or reasonably believe that we will be exposed to risk or loss, or for other lawful reasons. We will endeavor to give you notice ten (10) days prior to closing your Account ***only*** if we reasonably believe that there is no threat of risk or loss to us. We also reserve the right to refuse to offer any account service, such as an ATM Card or Visa® Debit Card, or to terminate or freeze any of your Account services at any time. We will not be liable to you or to any third party for dishonoring any check, item or other debit drawn on your Account and presented for payment after your Account has been closed. If the balance in your Account is zero for thirty (30) days or more, you will be considered to have closed your Account.

We reserve the right to freeze or hold your Account in the event of a dispute concerning the Account, or if we reasonably believe that we may be exposed to loss or risk if your Account is not frozen or held. In particular, we reserve the right to freeze or hold your Account if we receive notice from an authorized signer, or such person's executor, administrator, receiver, custodian, legal representative or heir, that the funds are in dispute or that a signer is not authorized. The hold may remain in place until dispute resolution, or until we are otherwise assured that we are not at risk by releasing the hold.

Account Information Services. If we close your Account because of your unacceptable usage of the Account, we may report 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. This may negatively affect your ability to establish an account at any financial institution for up to seven (7) years from the date of the report.

Agent. You authorize us to act on your behalf as your agent with regard to the processing and collection of checks or other items deposited or otherwise negotiated. We are not responsible for losses that occur during the collection of a check or other item (including any Electronic Fund Transfer) that is caused by circumstances that are not under our direct control. We will not be liable to you or to any third party for the negligence of our correspondents or for loss in transit of items deposited with us. You agree that all endorsements on any check that you present will be made in the area designated for endorsements on the reverse side of the check. If you fail to comply with this requirement, you will be liable for any resulting loss. You are responsible for the reconstruction and proof of loss of any items, including checks and other negotiable instruments, included in deposits that are lost or stolen in transit before we have received and accepted the deposit. You also agree to fully cooperate and assist in the reconstruction, reimaging and/or proof of loss of any items, including checks, check images and other negotiable instruments, included in deposits that are not collectable against the drawee bank for any reason such as they are damaged, lost or stolen after we have received and accepted the deposit.

Facsimile Signatures. You may choose to use a facsimile signature as a convenience to endorse documents and other items. If you use a facsimile signature or endorsement, you understand and acknowledge that we will not be able to determine whether the facsimile signature on any item is authentic or has been authorized by you. We reserve the right to reject any item drawn on your Account that bears, or appears to bear, a signature or endorsement made by the use of a facsimile stamp, machine or any method other than an original hand written signature or endorsement, whether or not genuine. If we accept an item signed or endorsed with a facsimile signature, you are authorizing us to accept the facsimile signature of any authorized signer designated by you in writing on any check, draft, order or any other document. We may debit any of your Accounts in the amount of each payment that we make in reliance upon any such facsimile signature and/or reproduction thereof. We will not be liable to you or to any third party if use of the facsimile signature device (or similar device utilized to affix your signature) was unauthorized. We will not be liable and you will assume all liability for any losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury that you or any third party may incur in connection with the use or reproduction of a facsimile signature or endorsement (whether or not authorized). You agree to indemnify, defend and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, cost, expenses or other harm or injury that we may incur or suffer or that may be asserted by any person with respect to any use or misuse of a facsimile signature of any authorized signer on any check, draft or other order drawn on your Account or any other document, or any payment that we make in reliance upon any such facsimile signature and/or reproduction thereof. You shall be solely responsible for maintaining security over any device used to affix or apply facsimile signatures.

Right of Setoff. You agree and acknowledge that we shall have the right to appropriate and apply all of your Account balances (general or special, time or demand, provisional or final) and any other assets and those of guarantors, if any, in our safekeeping, custody or control, towards the payment of any amount owed by you or such guarantors, if any, to us or to any of our affiliates or subsidiaries, even if such action causes an overdraft, interest penalty or dishonor of inclearing checks or dishonor of requests for withdrawal or transfer of funds. Furthermore, as security for the prompt payment in full when due of any amount owed by you or a guarantor, if any, to us or to any of our affiliates or subsidiaries, you grant us, for ourselves and our subsidiaries and affiliates, a security interest in and lien on all of your Account balances maintained with us, as they may vary from time to time, and all proceeds thereof.

Notwithstanding the foregoing, the right of setoff does not apply if: (a) your Account is an Individual Retirement Account or other tax qualified retirement account; (b) the obligation to us arose pursuant to a consumer credit card plan; or (c) the debtor's right of withdrawal arises only in a representative capacity.

Statements of Account and Reasonable Care. We will send you a statement of your Account at least quarterly to the last address for notices in our records, unless you have opted to receive statements in electronic format via Online Services. You agree to carefully examine the statement and the items returned to you or described on or with the statement for errors or unauthorized transactions, including but not limited to unauthorized signatures, alterations, missing endorsements, or errors in the Account balance or in Account transactions that may indicate a bank error in crediting or debiting your Account. You agree to contact us immediately upon your discovery of any error or unauthorized transaction appearing on the statement or reviewed via Online Services.

You agree to use reasonable care to avoid the occurrence of unauthorized transactions, including as appropriate, auditing your records, establishing internal controls, protecting checks received, protecting your unsigned checks and online banking access codes, carefully supervising all of your employees and authorized agents who have access to your Account, and discovering internal theft of checks.

If you fail to exercise reasonable care in either your internal procedures or in examining your statement, or fail to report forgeries, alterations, or errors of any kind to us within thirty (30) days of the mailing date (or the date you were notified that your statement was made available if you receive your statement via Online Services) of the statement containing or describing the item(s) or Account transaction(s) in question, you waive any and all claims based on such error or unauthorized transaction. We use automated systems in the processing of checks in order to handle a high volume of items at the lowest cost to you. You agree that, to the extent that such systems are comparable to those used in general banking practice, their use will constitute ordinary care, and we will not be liable to you for forgeries or alterations not detected by such systems. Further, we will not be liable to you or to any third party for losses due to a forgery or alteration that a reasonable bank could not have detected with commercially reasonable and general banking practice, or for forged or altered checks if the forgery or alteration resulted from your negligence.

What Happens If You Owe Us Money or Cause Us to Sustain a Loss. You agree to pay us upon demand for (a) any costs incurred by us in collecting items (including Electronic Fund Transfers) that you deposit to your Account or cash, (b) any amounts withdrawn in excess of your available Account balance, (c) any checks or other

items (including Electronic Fund Transfers) that are returned to us unpaid, or (d) any other transactions that result in a loss to us. These costs may include the cost of the item and any fees, including but not limited to research fees and sheriff's fees. You also agree to pay interest at the rate of twelve percent (12%) or the statutory rate per annum, whichever is less, for each day that you have the use of funds that may not be fully collected. You also agree to pay our attorneys' fees and court costs if we hire an attorney to protect or assert any of our rights in this Agreement. Attorneys' fees, however, will not exceed the maximum fee allowable under applicable law. See also the **Right of Setoff** section above.

LIMITS OF LIABILITY. UNLESS EXPRESSLY PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAW, OR UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, OUR LIABILITY IS LIMITED AS FOLLOWS:

WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR (I) YOUR ACTS OR OMISSIONS OR THOSE OF ANY THIRD PARTY, (II) THE ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO ANY CLEARING HOUSE ASSOCIATION, TRANSACTION PROCESSING NETWORK, LICENSOR OR PROCESSOR, ANY FEDERAL RESERVE BANK, ANY OTHER FINANCIAL INSTITUTION OR ANY SUPPLIER, ANY PRIVATE OR COMMON CARRIER COMMUNICATION OR TRANSMISSION FACILITY, ANY TIME-SHARING SUPPLIER OR ANY MAIL OR COURIER SERVICE, AND NO SUCH PERSON OR ENTITY WILL BE DEEMED OUR AGENT, (III) FOR ANY OF OUR ACTIONS OR FAILURE TO ACT UNDER OR IN CONNECTION WITH THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH CONDUCT CONSTITUTES WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR (IV) FOR ANY FAILURE OR DELAY IN PERFORMING ANY OF OUR OBLIGATIONS UNDER THIS AGREEMENT IF SUCH FAILURE OR DELAY IS CAUSED BY CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING ANY NATURAL DISASTER (SUCH AS EARTHQUAKES OR FLOODS), EMERGENCY CONDITIONS (SUCH AS WAR, RIOT, FIRE, THEFT OR LABOR DISPUTE OR DIFFICULTIES), LEGAL CONSTRAINT OR GOVERNMENTAL ACTION OR INACTION, BREAKDOWN OR FAILURE OF OUR COMPUTER, TRANSMISSION OR COMMUNICATIONS FACILITIES AND EQUIPMENT OR OF THIRD PARTIES, BREAKDOWN OF ANY PRIVATE OR COMMON CARRIER COMMUNICATION OR TRANSMISSION FACILITIES, ANY TIME-SHARING SUPPLIER AND ANY MAIL OR COURIER SERVICE, OR YOUR ACT, OMISSION, NEGLIGENCE OR FAULT.

IF A TRIBUNAL FINDS THAT WE ARE LIABLE TO YOU BECAUSE OF OUR ACTS OR OMISSIONS IN CONNECTION WITH THIS AGREEMENT, YOU MAY RECOVER FROM US ONLY YOUR ACTUAL DAMAGES. IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES.

Address for Notices. For purposes of this Agreement, notices to us should be mailed to: **Webster Bank, N.A., Customer Care Center, PO Box 10305, WFD 730, Waterbury, CT 06726,** and are effective a sufficient amount of time after receipt to permit us to act upon the notice. Notices sent to you will be addressed and sent to the last address for notices in our records.

Joint Ownership Accounts. A joint ownership account is an account in the names of two (2) or more individuals, with each individual owner having an undivided interest in all cash and other items deposited into the account (a/k/a Joint Tenants with Right of

Survivorship). Any joint owner may withdraw all or a portion of the balance of the Account, subject only to the withdrawal rules applicable to each type of account. Any joint owner may close the Account without the permission or the knowledge of any other owner. Upon your death or the death of the other owner(s), all of the funds in the Account will pass to the surviving owner(s); however, the surviving owner(s) may be required to pay claims for any expenses of the deceased joint owner. At our sole discretion, we may limit the number of joint owner(s) on the Account.

Each joint owner has the authority to endorse and to deposit to the Account any item payable to you, or to each or all of the other owner(s), and we may deposit any such item with or without the endorsement of all joint owners, without liability to you or to any third party.

We may take instructions concerning the Account from any one of the joint owners without the permission or the knowledge of any other owner. We may at any time exercise our right of setoff with respect to the debt of any joint owner, even if the non-defaulting joint owner contributed all of the funds to the Account, and whether or not the debt has matured. The liability of all joint owners is joint and several, which means that we have the right to enforce this Agreement against any or all joint owners. This also means that we have the right to demand repayment from any or all joint owners of any amount owed to us as a result of any withdrawal, transfer, or any other transaction made by any joint owner.

Subject to written notification and our approval, any joint owner may request that certain restrictions be placed on the Account. We may act in accordance with such restrictions without further inquiry. We may, in our sole discretion, refuse to act on the requested restrictions if, in our opinion, doing so would expose us to risk of loss or liability. Even if we agree to the restrictions, we may require that you obtain a court order or that you post a bond. We will have no liability to you if we approve, or refuse to approve, any requested changes or restrictions that may affect the rights of other owners of the Account.

Subject to applicable law, the funds in the Account may be reached by creditors to collect a debt owed by any one of the joint owners. If we are required by service of legal process to remit funds to satisfy a judgment entered against any joint owner, you acknowledge that, due to financial privacy laws, we will send notice only to the joint owner named in the legal process. Furthermore, you agree to hold us harmless for any losses resulting from our acting upon the legal process.

Tenant In Common Accounts. A tenant in common account is an account in the names of two (2) or more individuals, with each individual owner having an equal share in all cash and other items deposited into the account (joint account without survivorship rights). All of the account owners will be required to act with respect to the Account. For example, if there are two (2) owners on the Account, both signatures will be required on each withdrawal slip, deposit item, and all other Account matters. Any changes with respect to the Account must be approved in writing by all of the owners. Upon the incompetence of any one of the owners, that owner's interest in the Account will pass to that owner's estate, and the signature of the personal representative will be required for the withdrawal of funds and all other Account matters on behalf of the former owner. Upon the death of one owner, the Account will be closed and paid to the estate of the deceased owner and the other owners on the Account in equal shares.

Subject to applicable law, the funds in the Account may be reached by creditors to collect a debt owed by any one of the owners.

If we are required by service of legal process to remit funds to satisfy a judgment entered against any joint owner, you acknowledge that, due to financial privacy laws, we will send notice only to the joint owner named in the legal process. Furthermore, you agree to hold us harmless for any losses resulting from our acting upon the legal process.

We reserve the right to limit the accounts we offer as tenant in common accounts. Because there are increased costs of administering tenant in common accounts, there may be fees associated with this type of account. Please refer to your **Fee Schedule** for any applicable fees.

Not Transferable. Your Account(s) is not transferable, except on the books of Webster. You may not transfer, assign, or pledge your Account without our prior written approval. Any assignment or pledge remains subject to our Right of Setoff and security interest, unless we agree otherwise.

Change in Ownership. If you wish to add an owner to, delete an owner from, or otherwise change the ownership or title of your Account, we may, in our sole discretion, require that you close the Account, surrender any passbook or similar Account documents, and open a new Account. If the Account is subject to an early withdrawal penalty, we may require that you pay such applicable penalty.

Power of Attorney. You may authorize another to act on your behalf (your "Agent") with respect to your Account pursuant to a Power of Attorney, provided that a Power of Attorney is permitted by law for your particular type of account and further provided that: (1) the Power of Attorney contains express language authorizing another to act on your behalf, it is in proper legal form, and is in full force and effect; (2) the nature of the authority granted is specific as to banking transactions, or otherwise authorizes access to your Account(s); (3) the Power of Attorney is either an original or a certified copy of the original document(s); and (4) the Power of Attorney is a durable Power of Attorney. Having received an acceptable Power of Attorney, we may rely on it as valid and in full force and effect, unless written notice of its revocation or termination is actually received by us. Under certain circumstances, additional information or documentation may be required, such as an affidavit completed by your Agent informing us that the Power of Attorney is in full force and effect and has not been revoked. We do not accept Powers of Attorney in which two (2) or more Agents are required to act jointly. We have no duty to monitor or to ensure that the acts of your Agent are for your use or benefit or are otherwise permissible under applicable law. We will not be liable to you or to any third party if your Agent exceeds his/her powers or does not comply with applicable law.

Confidentiality. Your Account information is confidential. We will not disclose information to third parties except:

(1) When it is necessary to complete a transfer or to collect a check or other item; or

(2) In order to verify the existence and conditions of your Account for a third party, such as a merchant or credit bureau, or in order to inform a payee or bank whether we would pay a check or other item drawn on your Account (including an Electronic Fund Transfer) if presented for payment; or

(3) To report to a consumer reporting agency or a check verification service; or

(4) If you give us your express permission, which we may require to have in writing. For Massachusetts customers

only, express written permission for disclosure of information to third parties regarding any Account or Electronic Fund Transfer shall automatically expire forty-five (45) days after our receipt of your written authorization; or

(5) In order to comply with government agency regulations or court orders, subpoenas, warrants, summonses, or to comply with the requirements of state or federal law; or

(6) In order to collect amounts that you owe us, or in connection with a claim by or against us concerning transactions relating to your Account; or

(7) If our officers, employees or agents including accountants, auditors, service providers, attorneys or collection agents need information about your Account or transactions in the course of their duties and as part of their review of our business affairs; or

(8) In order to collect information for our internal use, the use of our service providers, and our servicing agents and contractors about our electronic fund transfer services; or

(9) Where otherwise required or permitted to do so under applicable law.

For additional information, please refer to **the Webster Privacy and Opt-Out Notice.**

Legal Process. If we are served with any legal process, such as a garnishment, levy, execution, subpoena, warrant or other process, we must obey the order and your use of your Account may be restricted. We will, unless prohibited by law or regulation, attempt to notify you in writing of the restriction. Unless otherwise prohibited by applicable law, a processing fee will be charged in connection with legal process affecting your Account. We will implement a fee for researching or reconciling your Accounts or other transactions, and for assistance with your banking business. The current fees are set forth in the **Fee Schedule**. If we incur any expense including, without limitation, reasonable attorneys' fees and costs of arbitration or litigation, in connection with an attachment, garnishment, levy, execution, or other legal process (including both pre- and post-judgment legal process) that is not otherwise reimbursed, we may deduct such expenses from your Account without prior notice to you. Any garnishment, levy, or other legal process is subject to our Right of Setoff, security interest, and early withdrawal penalty, if any, to the extent permitted under applicable law.

Accounts Governed by Special Rules Not Included in this Agreement. Generally, the following types of accounts have separate agreements and/or disclosures that govern their use. To the extent that there may be conflicts between specific account agreements and this Agreement, the specific account agreement will control.

Retirement Plan, Deferred Compensation Plan and Other Tax Deferred Plan Customers. In addition to the terms of this Agreement, Retirement Plan accounts, Deferred Compensation Plan accounts and other tax deferred saving plan accounts may have special rules that are found in the Individual Retirement Trust or Custodial Agreement and Disclosure Statement, the Qualified Plan Adoption Agreement, Deferred Compensation Plan Agreement or other tax deferred saving plan agreement ("Plan Documents"), as amended from time to time, that you received at the time you opened your Account.

Funeral Escrow Accounts. In addition to the terms of this Agreement, Funeral Escrow accounts may have special rules. We may not offer Funeral Escrow Accounts in every state.

Trust and Fiduciary Accounts. If you have a trust or fiduciary account, we may require that you provide certain documentation and

information. This documentation and information may include, without limitation, TIN and original or certified copies of trust instruments, court orders and decrees, and Power of Attorney documents. We may ask that you provide updated information from time to time.

Payable on Death Revocable Trust Account. Under this type of trust account, the funds deposited in the Account, together with earnings thereon, and any future additions thereto, are conveyed to the trustee(s) for the benefit of the grantor(s) during the grantor(s) lifetime. Trustee(s) and beneficiary(ies) will be named on the Account signature card. A separate grantor may be named; the grantor and trustee may be the same person. The trustees, or any one of them, are authorized to hold, manage, pledge, invest, and reinvest said funds in their sole discretion. The trust is payable upon death of the grantor(s) to the beneficiary (ies). If the beneficiary (ies) dies before the grantor(s), the trust is automatically terminated as to such beneficiary(ies). Unless otherwise indicated on the Account signature card, we may act, before or after termination of the trust, upon the signature of any one of the trustees and/or grantors, whichever is applicable, and we have no responsibility to monitor the application of the funds. The grantor(s), or any one of them, may withdraw all of the money in the Account at any time. Any partial or complete withdrawal by the original trustees, if they are grantors, shall be a revocation by the grantors of the trust to the extent of the withdrawal. No other revocation of the trust will be valid unless written notice is given to us. If the trustee is no longer able to serve in his/her trustee capacity on the Account because of death, resignation, or incompetence, the successor trustee named will take his or her place. If no successor is named, then we are authorized to appoint a successor trustee who shall have all the powers of the original trustee. This provision may be subject to applicable state law which may contain certain restrictions and limitations, which may apply.

Payable After the Grantor's Death Upon Certain Age of Beneficiary. The trust is payable upon the death of the grantor to the beneficiary, unless the grantor specifies a certain date or other condition on the signature card. If such a date or condition exists, it must be satisfied prior to payment to the beneficiary. We are authorized to pay according to the terms of the trust.

Irrevocable Trust Account. Upon opening an irrevocable trust account, the funds are to benefit the beneficiary(ies) named therein. Grantor(s), trustee(s), and beneficiary(ies) will be named on the Account signature card. The grantor and trustee may be the same person. The trustees, or any one of them, are authorized to hold, manage, pledge, invest, and reinvest said funds in their sole discretion. If the trustee is no longer able to serve in his/her trustee capacity on the Account because of death, resignation, or incompetence, the successor trustee named will take his or her place. If no successor is named, then we are authorized to ask a court of competent jurisdiction to appoint a successor trustee who shall have all the powers of the original trustee. We are authorized to pay according to the terms of the trust. Unless otherwise indicated on the Account signature card, we may act upon the signature of any one of the trustees and/or grantors, whichever is applicable, and we have no responsibility to monitor the application of the funds. Whether or not a copy of the trust is filed with us, we will not be held responsible for the contents or for any duty any grantor(s) or trustee(s) may owe to any trust beneficiary(ies). In addition, the grantor may not revoke the terms of the trust.

Uniform Transfer to Minors Act Account or Uniform Gift to Minors Act Account. The Uniform Transfer or Gift to Minors Act account is a type of irrevocable trust account. A "donor" delivers the funds to us in the name of a person named as "custodian" for a minor. The donor and the custodian may be the same person. There may be only one (1) custodian and one (1) minor per account. We may act upon the signature of the custodian, and we have no responsibility to monitor the application of the funds. We will not be held responsible for any duty any donor or custodian may owe to the minor. The custodian shall remit to the minor whatever remains of the account when the minor reaches the age of twenty-one (21) years or such other age applicable under the laws of the state pursuant to which the account was established. If the minor dies before reaching the applicable age, the custodian shall deliver the funds in the account to the estate of the minor. A donor may name a successor custodian at the same time as the donor makes a transfer by signing an "instrument of designation of a successor custodian by a donor" before a witness other than the successor. If no successor has been named, the minor may name a successor custodian by signing a similar form once the minor has reached the applicable age for this purpose under the laws of the state pursuant to which the account was established (generally either twelve (12) or fourteen (14) years of age, depending on the state).

Other Trust and Fiduciary Accounts. When you open an account as a fiduciary, you certify that the funds offered for placement in the account, together with any additional funds for future deposit, are properly within your custody and may be lawfully invested in accordance with your authority as fiduciary. We may require that you provide a certified copy of any trust instrument, court order, or decree appointing you as fiduciary. We may rely upon the validity of your appointment until we receive actual notice of its revocation. You agree to immediately notify us of any changes in your authority as fiduciary. Whether or not a copy of the trust is filed with us, we will not be held responsible for the contents or for any duty you may owe as trustee to any trust beneficiary(ies). Applicable law and the trust document, or court order or decree, will define your rights and duties as fiduciary.

Changes to this Agreement. We reserve the right to change the terms of this Agreement from time to time and you agree that any such changes will be binding upon you, as permitted by law. If a change will adversely affect you, we will send notice to you at the last address shown on our records, or electronically if you've opted in to receiving electronic notices, before the effective date of the change. Unless otherwise required by law, notice of any change may be given by posting the change in our banking offices.

Waivers. No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as waiver of any such right or remedy. Any single or partial exercise of a right or remedy by us shall not preclude further exercise or the exercise of any other right or remedy. No waiver by us shall be valid unless in writing signed by us.

Assignment. You may not assign this Agreement to any other party. 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.

CUSTOMER REPRESENTATIONS AND WARRANTIES

You make the following representation and warranty:

For Personal, Family or Household Purposes Only. The Account(s) and each transaction effected through the use of an ATM Card or Visa® Debit Card, or PIN issued under this Agreement is maintained primarily for personal, family, or household purposes, and NOT for business purposes.

CHECKING ACCOUNTS

In addition to the other terms and conditions contained in this Agreement, the following terms and conditions apply specifically to checking accounts.

Checks. When you open your Account, you may order a supply of checks from our vendor. The cost of the 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. The applicable handling charges are set forth in the Fee Schedule.

Stale Checks. Under applicable law, we have no obligation to pay a check six (6) months after the issue date. We may, in our sole discretion and absent a stop payment order from you, elect to pay the check in good faith or return the check unpaid, without liability to you or to any third party in either case.

Postdated Checks. We will not be liable to you or to any third party if we honor a check drawn on your Account that bears a date later than the date of presentment ("Postdated Check").

Restrictive Legends. We are not required to honor any restrictive legend on checks drawn against your Account, unless we have agreed in writing to the restriction. Therefore, we may disregard the restrictive instructions and pay the check, even if the restriction or other condition has not been met. Examples of restrictive legends are "Void After 30 Days" or "Not Valid for More Than $1,000".

Check Imaging. Check imaging is the process of digitally capturing the image of the front or the front and back of each check drawn on your Account. Your checking statement will include images of all checks or check replacement documents and drafts presented for payment during your statement cycle. You authorize us to retain and copy, at our expense, all checks and drafts drawn on your checking Account. You may obtain a copy of a check or draft upon a written request that sufficiently identifies the check requested at any time during the seven (7) years after the item has cleared your Account. A fee may be imposed for each copy that you request. You agree that by providing you with an image or access to an image, we have made the check available to you in a reasonable manner. After a reasonable period of time, as determined by us, the original paid items may be destroyed by us. If for any reason we cannot provide a copy of your check or satisfy your request by other means, we may be liable to you for no more than the face amount of the check, or your actual damage, whichever is less.

Overdrafts/Insufficient Funds. This section describes the treatment of your Account in the event an item is presented against insufficient funds, except that Point of Sale ("POS") transactions are described in "Electronic Funds Transfer Agreement and Disclosure" section of this document. Please refer to that section for a description of particular differences in the way overdrafts occur and are handled with respect to POS transactions. When a check or other item, including an electronic debit, is presented to us for payment and

there are insufficient available funds in your Account to pay such check or item, we will either (a) pay the check, item or electronic debit, or (b) return the check, item, or the electronic debit. If the check, item or electronic debit is paid, then your Account will be overdrawn. If your Account becomes overdrawn, you will be notified promptly and you agree to reimburse us for any amount advanced as an overdraft or insufficient funds transaction, as well as any applicable fees, upon demand. If we return the check, item or electronic debit, you may be charged a returned item fee as set forth in the **Fee Schedule**. If we pay the transaction, in our sole discretion, you agree that we have not waived our right to refuse to pay a transaction in the future if there are insufficient available funds in your Account. If you do not opt in to Debit Card Overdraft Services, then generally POS transactions will be declined when there are insufficient available funds in your account (see Debit Card Overdraft Services in the section titled Point of Sale and Purchase Transactions). A determination of your Account balance for purposes of making the decision to dishonor a check or other item for insufficiency of available funds may be made at any time between the presentment of such check or item and the time of return of the check or item, and no more than one such determination need be made. It is solely our option whether to pay or to return the check or item. The fees for overdraft/insufficient funds are set forth in the **Fee Schedule**.

Stop Payments. To stop payment on any check or other item drawn on your checking Account, you must notify us immediately. We will charge a fee to process your stop payment order as set forth in the **Fee Schedule**. The stop payment order must be received before the close of banking business the day before the item is presented for payment in order for us to have time to act on the request. We may request that you place the stop payment order in writing. A verbal stop payment order will remain in effect for no longer than fourteen (14) days. A written stop payment order will remain in effect for six (6) months and must be renewed in writing to remain in force for an additional six (6) months. In your verbal or written stop payment order, you must accurately describe the item by check number, precise dollar amount, payee, and account number on which the item is drawn. If the information that you provide to us is incorrect or if you do not place the stop payment order within the timeframe stated above, we will not be liable to you or to any third party if we are unable to stop the payment of the check or item.

IMPORTANT NOTE: Unless otherwise provided in the Electronic Fund Transfer Agreement and Disclosure, you may not stop payment of electronic fund transfers. You should not authorize electronic fund transfers unless you are satisfied that you will not need to stop payment.

Preauthorized Drafts. You agree that by giving your account number information to a telemarketer or other soliciting agent or creditor you authorize the debits made from your Account. If there are duplicate or improper debits or other errors in the preauthorized drafts, you need to advise the telemarketer, creditor or other applicable party of the error and seek a re-credit or other adjustment. This provision does not apply to transactions involving electronic fund transfers that are subject to other rules and regulations.

Order of Posting Transactions. Transactions are posted in the following order. Within each category we are aiming to post your transactions as closely as possible to the order in which you made them, given the information we have available.

TRANSACTION POSTING ORDER		
Category	**Transaction Type**	**Sort Order**
1	• All deposits and credits	
2	• Debit card transactions • ATM withdrawals • Outgoing wire transfers	• First, by date and time provided to Webster*, THEN • By lowest to highest dollar amount, if date and time are not available
3	• Online bill payments sent electronically • Cash withdrawals with a customer check or withdrawal ticket	• By lowest to highest dollar amount
4	• Internal and/or external transfer debits	• By lowest to highest dollar amount
5	• Pre-authorized withdrawals (ACH) such as gym memberships, car payments, etc. • Checks you write that are converted by the payee to electronic transactions	• In order received by Webster
6	• Checks you write that are not converted by the payee to electronic transactions • Online bill payments sent by check	• First, by check number, THEN • By lowest to highest dollar amount, if check number is not available
7	• Bank fees	
*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.		

All transactions received during the day post at night on business days only. Transactions done on Saturdays, Sundays, or federal holidays are considered to be made on the next business day. Some transactions may show as "pending" on WebsterOnline and ATM mini-statements. Pending transactions are reflected in your available balance during the day and may be based on information we receive from third parties. Please refer to the section called "Point of Sale and Purchase Transactions" for additional information about these types of transactions. Online bill payments paid by check will post on the day the check clears, not on the date you request payment.

Checking Account Subaccounts. Your checking account consists of two subaccounts: a checking subaccount and a savings subaccount. From time to time, we review the activity in your checking account to determine the amount generally needed to pay checks, debits, and other items payable from your account (the Customary Activity balance). We will credit funds in your account up to the Customary Activity balance to the checking subaccount and periodically transfer funds in excess of this balance to the savings subaccount. All checks and other debits will be paid from the checking subaccount, and all deposits and other credits will be credited to the checking subaccount.

Depending on your check cashing demands, we may from time to time transfer the balances between the subaccounts to make all the funds in your account available in the checking subaccount to pay checks, debits, and other items payable from your accounts. These transfers will not appear on your monthly statement and will not be

subject to any fees. These transfers will be the only transactions on the savings subaccount. No more than six transfers will be made in a monthly statement period. If a sixth transfer is made, all funds in the savings subaccount will be transferred to the checking subaccount for the remainder of the statement period. Because the savings subaccount is used for internal purposes only, you cannot access this account directly. The existence of and transfers between the subaccounts will not infringe upon your access to funds in your checking account, funds availability, or interest paid.

Except as otherwise provided in this section, the provisions of the Agreement apply to your account as a whole, without reference to the subaccounts. If your checking account is an interest bearing checking account, the interest rate and annual percentage yield (APY) on your account apply to the combined balance of both subaccounts. The combined balances of both subaccounts will be used for determining whether monthly and transaction fees apply.

SAVINGS ACCOUNTS AND MONEY MARKET ACCOUNTS

In addition to the other terms and conditions contained in this Agreement, the following rules apply specifically to savings accounts and money market accounts.

Order of Posting Transactions. For Money Market Accounts, please reference the posting order table from the Checking Accounts Section. For all other Savings Accounts, all deposits and credits will be posted first, followed by all other transactions in lowest to highest dollar amount, with bank fees posted last.

Transfers and Electronic Payments. You are not limited to the number of transfers you can make on your Account in person, by mail, by messenger, or through an ATM. However, federal regulations limit the number of transfers and electronic payments from a savings or money market account to a maximum of six (6) per calendar month or per monthly statement cycle from the following categories: preauthorized transfers, including overdraft protection; telephone transfers; and electronic transactions, including WebsterOnline transactions, Checks, Debit Card payments to third parties, Automated Clearing House (ACH) transactions and wire transfers. If you have a savings account, these limits are based on a calendar month and there may be a fee charged on the last calendar day of the month for each transaction above the limits and your privilege to make transfers may be suspended or terminated, or the Account may be closed. If you have a money market account, these limits are based on your monthly statement cycles, and a fee will be assessed on the last day of your statement cycle for each transaction above the limits and your privilege to make transfers may be suspended or terminated, or the Account may be closed. The amount of the fee is listed in the current **Fee Schedule**.

Holiday Club Accounts. You may have your club payments automatically deducted from your checking account on a weekly, biweekly, or monthly basis and transferred to your club account. Club account balances will be automatically distributed during the month of October; a check for the accumulated balance will be mailed to you. You may re-activate your club account each year by making a deposit within ninety-five (95) days following the annual distribution date.

Passbook Savings Accounts. The passbook issued by us will serve as evidence of your Account and record of Account activity; you will not receive a statement. 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 Account to a statement account. Your passbook savings Account is not eligible for an ATM Card or Visa® Debit Card or for Telephone Banking services, ACH debits or Online Services.

CERTIFICATE OF DEPOSIT ACCOUNTS

In addition to the other terms and conditions contained in this Agreement, the following rules apply specifically to Certificates of Deposit ("CD").

Minimum Opening Balance. If at any time your CD balance falls below the minimum opening balance, we may, in our sole discretion, convert your CD to a savings account or we may close your CD. Other than a Notice of Maturity, you will not receive periodic statements.

Interest Information. For fixed rate CDs, the interest rate quoted at account opening will be paid until the maturity date of the CD. For variable rate CDs, the interest rate may change periodically. For all other CDs, please refer to the disclosures received at account opening. The interest is compounded and credited monthly. There is no minimum balance requirement to earn interest. A withdrawal from your CD will reduce earnings. You may choose to have the interest credited to your CD or to have the interest credited to any other Account that you maintain with Webster.

Maturity of Your Certificate. We will mail a Notice of Maturity to you at the last address shown on our records prior to the maturity date of your CD, unless your CD has a term of one (1) month or less. Your CD will automatically renew at the maturity date for the same term, unless we notify you in advance that your CD will not automatically renew. If you decide not to renew your CD, you will have ten (10) calendar days from the maturity date to withdraw the funds from your CD without incurring a penalty. During this ten (10) day period, interest will not be paid if you decide to withdraw the funds. If your CD automatically renews, any interest credited to your CD during the previous term will become part of the principal balance and will not be available for withdrawal until the next maturity date and your CD will renew at the interest rate in effect at the time of renewal. If your CD does not automatically renew, interest will not be paid after maturity if you do not renew the CD.

Transaction Limits. Unless otherwise stated in this Agreement, you may not deposit or withdraw funds from your CD prior to the maturity date. Any interest credited to your CD during the term may be withdrawn; any withdrawal will reduce earnings.

Early Withdrawal. If any portion of the principal balance is withdrawn from your CD prior to the maturity date, an early withdrawal penalty will be imposed as permitted by law. If the term of your CD is one year or less, the penalty will be equal to 1% of the amount withdrawn plus $25. If the term of your CD is greater than one year, the penalty will be equal to 3% of the amount withdrawn plus $25.

Liquidity Certificate. Deposits, withdrawals, and transfers are permitted, subject to our consent. You may not make withdrawals or transfers during the first seven (7) days of the term. The minimum deposit, withdrawal, or transfer amount permitted is $500. You are limited to one (1) withdrawal per calendar month; if you exceed this limit, a penalty will be imposed. In addition, a penalty of at least seven (7) days' simple interest on amounts withdrawn within six (6)

days after each partial withdrawal shall be imposed. This account is not eligible for retirement plan or other tax deferred savings plan deposits.

Retirement Plan, Deferred Compensation Plan and Other Tax Deferred Plan Certificates. You may make additional deposits to a CD opened under a retirement plan up to a maximum contribution limit for current or prior year (rollovers excluded). The minimum deposit permitted is $500.

SUBSTITUTE CHECKS

Substitute Checks and Your Rights. This notice describes 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 is a Substitute Check? Federal law permits banks to replace original checks with "substitute checks" in order to expedite check processing. A substitute check is a special paper copy of the front and back of an original check that is similar in size to an original check with a slightly reduced image of the front and back of the original check. Substitute checks are specially formatted so they can be processed as if they were original checks. 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".

Some or all of the checks that you receive in your monthly/quarterly checking statement may be substitute checks (or images of substitute checks).

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, if 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 law.

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) Banking 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? 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, N.A., P.O. Box 10305, WFD 730, Waterbury, CT 06726 or call the Customer Care Center at 1-800-325-2424.**

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 unable 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 that the amount withdrawn is 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;
    - The check number;
    - The name of the payee; and
    - The amount of the check.

WIRE TRANSFER TERMS AND CONDITIONS - NON-RECURRING FUNDS TRANSFERS

If you use our wire transfer service and request non-recurring funds transfers, the following terms and conditions will govern the acceptance and processing of your funds transfers, payment orders, credits, and related requests.

Webster will initiate and receive wire transfer requests only for customers who have an open account relationship with us. Repetitive funds transfers require a separate Business and Commercial Transfer of Funds Agreement for Wire Transfers and Internal Transfers and are only available to business and commercial customers. This Agreement shall be governed by the laws of the state in which your Account was opened, including Article 4A of the Uniform Commercial Code as enacted. Notwithstanding the foregoing, to the extent that Federal Reserve Board Regulation J governs some aspects of FedFunds transfers and New York Clearing House Interbank Payment Systems ("CHIPS") rules govern some aspects of CHIPS transfers, those rules shall control. Unless otherwise defined, the terms used in this Agreement will have the same meaning as defined in Article 4A of the Uniform Commercial Code as enacted in the state where your Account was opened.

Authorization and Security Procedure. We have established rules and security procedures for you to initiate and receive funds transfers from your Account(s). You must complete, in person, a **Non-Recurring Wire Transfer Request Form** and provide two forms of Bank-approved identification to place a payment order. You agree that this security procedure is commercially acceptable in view of the type, value and frequency of the payment orders that you will request. We may adopt additional security procedures in the future in our sole discretion. You are responsible for the accuracy of the information in the payment order and for the completion of the form, and we are entitled to rely upon the content thereof.

Instructions or Changes. By completing the Authorization and Security Procedure, you authorize and direct us to debit your Account(s) and transfer the funds. We may handle payment orders received from you and other customers in any order selected by us, unless otherwise instructed by you. The transfer of funds may be affected through any one, or a series of, correspondent banks of the beneficiary's bank in a manner deemed most appropriate and effective by us or by any other bank participating in the funds transfer. You agree that we shall have no responsibility or liability for any error made by any correspondent bank, unless such error was directly caused by our gross negligence or willful misconduct.

If you as the originator of the payment order require us to use a specific intermediary bank and the intermediary bank fails, you

agree that you will nonetheless be obligated to pay the payment order and your sole remedy will be to pursue the intermediary bank.

Canceling or Amending a Payment Order. Any communication seeking to cancel or to amend a payment order will not be effective to cancel or amend the payment order unless, (1) the communication is in writing and presented in the same manner that the payment order was placed, and (2) either (a) Webster and all other receiving banks, including the beneficiary's bank, have a reasonable amount of time to act upon such request for cancellation or amendment, or (b) Webster and all such other banks agree to the cancellation or amendment, and such amendment or cancellation is allowed by law.

You agree that we are not obligated to cancel or amend a payment order and you acknowledge that by requesting cancellation or amendment of a payment order, you may be liable under the Uniform Commercial Code and accept such liability.

Complete Discretion to Accept or Reject Orders. We may, in our discretion and without liability to you, accept or reject any payment order requested. We will make reasonable attempts to provide you with a notice of rejection by telephone on the same funds transfer Banking Day as the request for the payment order is received. If we receive a payment order from a third party for which you are the intended beneficiary, we have no obligation to accept the payment order, unless we have agreed with you in advance to accept the payment order, or we are bound, by a funds transfer system rule or by law, to do so. If we do not accept the payment order, we, in our discretion, will attempt to notify you if requested by special instruction, or, in any case, by first class mail, unless you have given us special instructions in writing indicating otherwise and we have agreed to these instructions in writing. We reserve the right to require you and/or any such third party to enter into additional agreements with us, including but not limited to a Draw Down Transfers Addendum and a Third Party Agreement, prior to accepting any such payment order from a third party.

Cutoff Time. We will make reasonable efforts to execute a payment order on the same Banking Day as you request the payment order. A payment order must be received by us before the applicable cutoff time on that Banking Day in order to make a "same day transfer". We may, in our discretion and at our option, extend the cutoff hour. We do not guarantee the payment order will be completed on the same Banking Day.

Identifying Numbers Supersede Identified Names. In the event of an inconsistency between the identifying number and a name in a payment order, we may use the identifying number in executing the payment order without verifying the validity of such number. Any payment order issued by you may be made by us, and accepted and paid by the beneficiary's bank, on the basis of an identifying number, account number, numbers of the following-the beneficiary, the beneficiary's account number(s), the beneficiary's bank, or any intermediary bank-or any other number, even though such number or numbers are inconsistent with, or different from, the named beneficiary, beneficiary's bank, etc. **Webster and other banks accepting the payment order are not required to verify any of the abovementioned numbers.** You, therefore, agree that Webster and others may rely on the identifying numbers or account numbers that you provide.

International Funds Transfers. International payment orders are made in U.S. Dollars unless requested otherwise in writing. If the payment order request is made in any currency other than U.S. Dollars, the following provisions will apply: (1) If the transfer is of a currency other than that of the country where it is to be transferred, it will be payable to the beneficiary in the currency of the transferee

country at the then buying rate of the beneficiary's bank for the currency transfer, unless the beneficiary arranges otherwise with the beneficiary's bank and pays its charges in connection therewith; and (2) The foreign exchange rate applicable to transfers denominated in currency other than U.S. Dollars will be our selling rate for the amount of foreign currency at the time of our receipt of the payment order. If you amend or cancel the payment order for any reason, any amount refunded to you under this Agreement will be subject to any official regulations then applicable thereto and will, at our option, be made (a) in U.S. Dollars, at our buying rate for the amount of foreign currency on the date of the refund, (b) in the amount and currency of the transfer, or (c) by instructing a bank in the country where the transfer was sent to hold such amount of foreign currency for your account and risk. Any amount refunded shall first be reduced by (i) our expenses and those of our correspondent and the beneficiary's bank, and (ii) the amount by which the U.S. Dollar value of the payment order converted at our selling rate for the amount of foreign currency at the time of our receipt of the payment order exceeds the U.S. Dollar value of the payment order converted at our buying rate for the amount of foreign currency at the time of the amendment or cancellation of the payment order. You acknowledge and agree that you will bear all risk of loss due to fluctuation in the rate of exchange.

Fees. We will not be held responsible for any handling/processing fees implemented by the receiving bank and/or intermediary bank. We encourage you to determine the amount of fees that may be implemented by the receiving bank and/or intermediary bank prior to initiating the payment order request. If a fee is implemented by the receiving bank and/or intermediary bank, your Account will be debited for the fee in order to process the payment order for the original requested amount.

Notification of Discrepancy and Refunds. You agree to examine your receipt, statement or passbook, as applicable, and to promptly notify us of any discrepancy that you may discover.

Unless prohibited by applicable law, if the beneficiary does not receive payment of the transfer and you are entitled to a refund, upon receipt by us of the returned funds, we will refund the amount to you, less any expenses associated with the recovery. We will notify you by telephone or mail as soon as reasonably practical.

LIMITED LIABILITY. WE SHALL EXERCISE REASONABLE CARE IN PROVIDING THE SERVICES HEREUNDER, BUT IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS EXCEPT IF REQUIRED BY LAW. YOU FURTHER AGREE THAT WE SHALL NOT BE LIABLE FOR ANY ERROR, DELAY, OR DEFAULT ON OUR PART OR OF ANY THIRD PARTY USED BY US IN THE EXECUTION OF ANY TRANSFER, OR RELATED ACT, EXCEPT TO THE EXTENT SUCH LIABILITY IS REQUIRED BY LAW, AND THEN TO THE EXTENT SUCH LIABILITY CANNOT LEGALLY BE VARIED OR WAIVED BY AGREEMENT. IN NO EVENT SHALL ATTORNEYS' FEES BE RECOVERABLE WITHOUT FIRST MAKING DEMAND FOR, AND THEN BEING REFUSED, RECOVERY. YOU AGREE THAT LIABILITY OF THE BANK IS WAIVED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

WE SHALL NOT BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS (INCLUDING WITHOUT LIMITATION THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR DUE AUTHORIZATION OF ANY PAYMENT ORDER RECEIVED FROM YOU) OR THOSE OF ANY OTHER PERSON, BENEFICIARY, OR INTERMEDIARY OR BENEFICIARY'S BANK (INCLUDING WITHOUT LIMITATION, THE RETURN OR REJECTION OF A

PAYMENT ORDER BY SUCH BENEFICIARY'S BANK), AND NO SUCH PERSON SHALL BE DEEMED TO BE OUR AGENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, WE SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, EMERGENCY CONDITIONS OR OTHER CIRCUMSTANCES BEYOND OUR CONTROL. YOU AGREE TO INDEMNIFY US AGAINST ANY LOSS, LIABILITY, OR EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT WE ARE RESPONSIBLE FOR ANY ACT OR OMISSION OTHER THAN THOSE ACTS AND OMISSIONS FOR WHICH WE ARE RESPONSIBLE AS PROVIDED IN THIS PARAGRAPH.

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.

YOUR ABILITY TO WITHDRAW FUNDS

Our policy regarding check clearing procedures is designed to make funds available to you as soon as possible and to protect your deposits. When you make a deposit, the availability of funds may be delayed in accordance with funds availability laws ("Hold Period"). During the Hold Period, you may not withdraw these funds in cash, and we are not required to use the funds to pay checks drawn on your Account that have been presented for payment. If you need immediate availability from a deposit, please ask us when the funds will be available for withdrawal.

Not all checks will clear during the applicable Hold Period. You are responsible for returned items that have been credited to and withdrawn from your Account.

Determining the Availability of a Deposit. The length of the Hold Period is determined in Business Days, from the day of your deposit.

Every day is a Business Day, except Saturdays, Sundays and federal holidays. If you make a deposit or a payment at a Webster Bank ATM after 9:00 p.m. EST, or on a non-Business Day, we will consider the transaction made on the next Business Day. Funds deposited in a night depository or a lockbox are considered deposited on the next Business Day. The length of the Hold Period varies depending upon the type of deposit, whether the deposit was made at a Webster ATM or in person through a Webster teller, and the rules that follow.

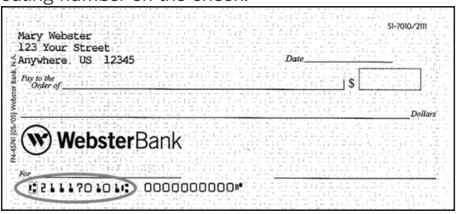
Same Day Availability. Funds from the following deposits are available on the day we receive your deposit:

- Cash (if the deposit was made in person, through a Webster teller OR if the deposit was made at a Webster ATM)
- Wire transfers
- Electronic direct deposits (such as wages or Social Security direct deposits; provided Webster has received payment in actually and finally collected funds and enough information about the direct deposit to be able to credit the Account with the direct deposit)

Next Day Availability. Funds from the following deposits, if made in person through a Webster teller, are available on the first Business Day after the day of your deposit:

- U.S. Treasury checks that are made payable to you;
- Checks drawn on Webster, subject to sufficient funds availability;
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. postal money orders, if these items are made payable to you;
- State and local government checks that are made payable to you and that are issued from the state where the Webster banking center or ATM is located, if you use a special deposit ticket available from a teller;
- Cashier's Checks, Certified Checks, and Teller's Checks that are made payable to you, if you use a special deposit ticket available from a teller; and
- Checks drawn on banks located in Connecticut, Massachusetts, Rhode Island and the New York City Metropolitan area. (Please refer to the information below regarding routing numbers in the **"Other Check Deposits"** section.)

Other Check Deposits. Generally, these are the rules applicable to other check deposits; however, if there is an applicable exception, the Hold Period may be extended. To determine when funds from other check deposits will be available, look at the first four (4) digits of the routing number on the check:



Some checks are marked "payable through" and have a four (4) or nine (9) digit number in addition to the routing number. For these checks, use ***this*** four (4) digit number (or the first four (4) digits of the nine (9) digit number), ***not*** the routing number to determine funds availability. The following chart will assist you in determining funds availability:

First 4 digits from routing number	When funds are available	When funds are available if a deposit is made on a Monday
Next Business Day: 0110 2110 0111 2111 0112 2112 0113 2113 0114 2114 0115 2115 0116 2116 0117 2117 0118 2118 0119 2119 0210 0280 0211 2211 2210 0212 2212 0214 2214 0215 2215 0216 2216 0219 2219 0260 2260	The next Business Day.	Tuesday
All other numbers:	$200 on the first Business Day after the day of your deposit. Remaining funds on the second Business Day after the day of your deposit.	Tuesday Wednesday

If you deposit more than $200 using checks from both categories (both rows) described in the chart above, $200 from all of the deposited checks (or, if greater, all of the deposited checks described in the "Next Business Day" row of the chart above) will be available on the first Business Day after the day of your deposit.

Checks drawn on foreign banks will be handled on a collection basis and will be available when we receive payment from the foreign bank.

Please Note: Funds That You Deposit By Check May Be Delayed For A Longer Period Under the Following Circumstances.

- We reasonably believe that a check you deposit will not be paid;
- You deposit checks totaling more than $5,000 on any one (1) day;
- You re-deposit a check that has been returned unpaid;
- You have overdrawn your Account repeatedly in the last six (6) months; or
- There is an emergency, such as a failure of communications or of our computer equipment.

If you make your deposit in person through a Webster teller, we will inform you at the time of your deposit if we decide to extend the Hold Period for any of the above reasons and will tell you when the funds will be available. However, if your deposit is not made in person through a Webster teller, or if we decide to extend the Hold Period after you have left the bank office, we will send you a notice no later than the Business Day after we receive your deposit. Generally, the Hold Period will be extended no more than seven (7) additional Business Days beyond the normal Hold Period.

Holds on Other Funds. If we cash a check for you that is drawn on an account at another bank, we may withhold the availability of a corresponding amount of funds in your Account. Those funds will be available at the time the funds would have been available if you had deposited the check. If we accept for deposit a check that is drawn on an account at another bank, we may make funds from the deposit available for withdrawal immediately, but will delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us (except for Retirement Accounts and certain other restricted accounts). The Hold Periods described elsewhere in this disclosure will apply to the type of check that you deposited.

If You Are a New Customer, The Following Special Rules May Apply to your Checking Account During The First Thirty (30) Calendar Days Your Account Is Open, At Our Discretion. Funds from electronic direct deposits to your Account and funds from deposits of cash and wire transfers will be available on the day that we receive the deposit. Funds from the first $5,000 of a day's total deposits of Cashier's, Certified, Teller's, travelers, and federal, state, and local government checks will be available on the first Business Day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be made payable to you, and you may be required to use a special deposit ticket. The excess over $5,000 will be available on the second or third Business Day after the day of your deposit, depending upon the type of check, your use of a special deposit ticket, and the routing number. If your deposit of these checks (other than a U.S. Treasury check) is not made in person through a Webster teller, the first $5,000 will not be available until the second Business Day after the day of your deposit. Funds from all other check deposits will be available on the fifth Business Day after the day of your deposit.

Mobile Deposits: Deposits made using the mobile deposit capture service follow the same funds availability schedule as noted above but see the Mobile Deposit Terms and Conditions for additional information/restrictions.

Deadlines. You understand that all deposits made via the Webster Mobile Deposit service must be received by us by 5:00 pm EST, in order for such deposit to be credited on the Business Day it was transmitted. All deposits made via the Webster Mobile Deposit service received after such deadline (or received on a day other than a Business Day) shall be credited on the Business Day following such receipt.

Mobile Deposit Limits. We may establish limits that apply to the amount of any individual check, the dollar amount and number of checks that may be deposited in a day, and the dollar amount of checks that may be deposited in a multi-day period. We reserve the right to modify such limits from time to time . If you attempt to make a deposit in excess of such limits we may reject your deposit. If we permit you to make a deposit in excess of such limits, that deposit will be subject to the terms of the Mobile Deposit Terms and Conditions, may be subject to additional availability restrictions, and we will not be obligated to allow such deposits at any other time.

Automated Teller Machine Deposits. All ATMs that we own or operate are identified as such by the Webster Bank logo prominently displayed. For deposits made at Webster Bank ATMs, all cash will be made available immediately as well as the first $100 of a business day's check deposits. (ATM daily withdrawal limits continue to apply.) If you are an established customer, all other amounts deposited will be available to you the next Business Day. If you are a new customer, all other amounts deposited to your checking account will be available to you the second Business Day after the day of deposit. If you are a new customer, all other amounts deposited to your savings account will be available to you the next Business Day after the day of deposit. Longer holds may apply under those circumstances previously described. Transactions made on a non-Business Day or after 9:00 p.m. EST are considered to be made on the next Business Day.

International Visa® Money Transfers (VMT): Once Visa International Service Association ("Visa") allows International VMTs (money transfers initiated from outside the United States), the funds transferred to Webster depositors with eligible Webster-issued Visa Debit Cards as a result of an international VMT will generally be available on the first business day after Webster has received both the funds and enough information to credit the funds to the appropriate account at Webster. Currently, Webster understands that Visa may start allowing international VMTs sometime in the future. However, this start date could change – please contact Visa at 877-847- 2969 for more up to date information about its International VMT program

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure (this "Agreement and Disclosure") explains the terms and conditions of the electronic banking services offered to our account holders and supplements your **Deposit Account Agreement**. Your electronic fund transfers will be governed by the terms and conditions contained in this Agreement and Disclosure, the laws of the United States, applicable state laws, and the rules and regulations of the Federal Reserve System. If a law is passed or a regulation is promulgated that has the effect of making some provision contained in this

Agreement and Disclosure unenforceable or illegal, that provision shall be invalid and the remaining provisions shall remain in full force and effect.

Electronic Banking Services Available. If you have a checking, savings, or money market account, the following services are available, subject to application and/or approval. Passbook accounts are not eligible for these services, with the exception of ACH credits only.

- **Telephone Banking.** You may use your personal identification number ("PIN") to inquire about your Account(s), obtain Account balance information, or transfer funds between your Accounts with us by telephone.
- **Automatic and Preauthorized Transfers.** You may make automatic and preauthorized transfers to and from your Accounts.
- **Electronic Check Conversion.** You may authorize a one-time electronic payment from your checking Account to a merchant or other payee by providing such merchant or other payee with your check number, Account number and routing number.
- **Automated Clearing House (ACH) Type Transfers.** You may authorize a transfer through the ACH network by providing a third party with your Account number and the routing number. All ACH credits and debits received for your Account are subject to the rules of the National Automated Clearing House Association ("NACHA") and any other applicable local clearing house rules and you agree to be bound by such rules.
- **ATM Card and Visa® Debit Card.** You may use your ATM Card or Visa® Debit Card and your PIN to withdraw cash, to make deposits, to make loan payments, to transfer funds, and to automatically debit your Account(s) in connection with Point of Sale ("POS") transactions. If your card is an ATM Card, you may only make on-line POS purchases.
- **Visa® Debit Card Purchases.** You may access your checking Account with your Visa® Debit Card at any participating Visa member merchant location that displays the Visa logo to make purchases. When you use your Visa Debit Card to make purchases, you are requesting us to withdraw funds from your checking Account to pay for the purchases.
- **Visa Money Transfer (VMT) w/ Visa Debit Card**. VMT allows consumers to send funds directly to recipients' Visa Debit Cards, both domestically and internationally. Webster will enable you to only receive these types of transactions. The transfers are transmitted by a "Sender" from a participating Money Transfer Service (i.e. MoneyGram and Western Union) to you as the "Recipient" (a person designated to receive funds on an eligible Visa Debit Card). The transmittal amount will be credited to your account in accordance to certain limitations listed under "Limits on Electronic Banking Services"
- **Account Balance Information.** You may use your ATM Card or Visa® Debit Card and your PIN at any Webster ATM to obtain Account balance information.

Change in Terms or New Services. In the future, we may offer additional services to you. The rules governing any future services may be incorporated herewith by addendum to this Agreement and Disclosure, or by separate application/agreement. You accept all applicable terms by activating and continuing your use of the service.

Limits on Electronic Banking Services. In addition to any conditions listed above, the following services are subject to the conditions described below:

- **Transfers From Your Savings or Money Market Deposit Account.** You are not limited to the number of transfers you can make on your Account in person, by mail, by messenger, or through an ATM. However, federal regulations limit the number of transfers and electronic payments from a savings or money market account to a maximum of six (6) per calendar month or per monthly statement cycle from the following categories: preauthorized transfers, including overdraft protection; telephone transfers; electronic transactions, including WebsterOnline transactions, Debit Card payments to third parties, Automated Clearing House (ACH) transactions and wire transfers; and checks. If you have a savings account, these limits are based on a calendar month and there may be a fee charged on the last calendar day of the month for each transaction above the limits and your privilege to make transfers may be suspended or terminated, or the Account may be closed. If you have a money market account, these limits are based on your monthly statement cycles, and a fee will be assessed on the last day of your statement cycle for each transaction above the limits and your privilege to make transfers may be suspended or terminated, or the Account may be closed. The amount of the fee is listed in the current **Fee Schedule.**
- **ATM Card and Visa® Debit Card Limits.** You may use your ATM Card or Visa® Card to withdraw up to $500, including any applicable Overdraft Protection, from your Account on any one (1) calendar day. You have the option to limit the amount that may be withdrawn from your Accounts in a single day to $50 per ATM Card or Visa Debit Card, provided that you ask us to do so. If you are a new deposit account customer, there are certain cash back restrictions on your ATM Card or Visa Debit Card. Please check with your banking center or call (800)325-2424 for additional information. Customers with certain types of deposit accounts may be granted or may request a higher daily withdrawal limit, subject to our approval. This limit applies to transactions which occur at ATMs and at POS terminals. Your ATM Card and Visa Debit Card may not be used for any illegal transaction.
- **Visa® Debit Card Purchases.** You may use your Visa® Debit Card to make purchases at any participating Visa member merchant by selecting the credit option, or by selecting the debit option and entering your PIN, for an amount of up to $2,500 on any one (1) calendar day. If you have an Opportunity Checking account, purchases using the "credit" option are limited to $250 per calendar day. Customers with certain types of deposit accounts may be granted or may request a higher daily purchase limit, subject to our approval. A Visa Debit Card is issued exclusively for use with a checking account. You are responsible for resolving all disputes concerning the quality of goods and services purchased with the merchant that accepted the Visa Debit Card.
- **Visa Money Transfer (VMT)/Visa Debit Card Limits.** Velocity limits control the number and the amount of transactions you can receive per calendar day for domestic and international transfers. The maximum number of transmittals on any one (1) calendar day are two (2) transactions up to

$2500; five (5) transactions over seven (7) days up to $5,000 or a maximum of ten (10) transactions over a thirty (30) day rolling period up to $10,000.

- **ATM Networks.** You can use your ATM Card or Visa® Debit Card with your PIN at certain regional, national, and international networks. These network logos appear on your ATM Card or Visa Debit Card. The amount, dollar denominations, and daily limit that you may transfer each time you use your ATM Card or Visa Debit Card at ATMs other than Webster Bank ATMs or terminals depends on the network agreement, and prevailing law which permits the shared use of other terminals and limitations of the ATM or terminal you are using. A fee may be imposed for electronic fund transfers initiated at an ATM operated by another entity.

POINT OF SALE AND PURCHASE TRANSACTIONS

Overdraft Protection and Debit Card Overdraft Services allow you to spend more money than is in your account. Overdraft Services requires linking of a savings account or approval of a line of credit, Debit Card Overdraft Services requires an affirmative opt-in, as detailed below. Overdraft Protection and Debit Card Overdraft Services are referred to as "Overdraft Privileges".

POS Transactions and Insufficient Funds. At the time when you make a POS transaction, a request for authorization is usually sent to us. When this occurs and there are sufficient available funds in your Account to pay the transaction, we will normally authorize the transaction. Unless you are enrolled in Overdraft Privileges, when a POS transaction is submitted for authorization and there are insufficient available funds in your Account to pay the POS transaction, authorization will be declined.

If you are enrolled in Overdraft Privileges, when a POS transaction is submitted for authorization and there are insufficient available funds in your Account to pay the POS transaction, we will either authorize the transaction or decline authorization.

If a POS transaction is authorized, whether because there are sufficient available funds in your Account to pay the transaction or because there are insufficient available funds in your Account to pay the transaction but you are enrolled in Overdraft Privileges and we authorize the transaction, we will immediately reduce your Available Balance by the amount of the transaction; however the amount of your POS transaction will not be deducted from your Current Balance until the transaction is presented to us for payment and we pay the transaction. Your "Current Balance" is your balance including any pending transactions. Note: your Current Balance may not be entirely available. If we do not receive the transaction within (3) business days, we will adjust your Available Balance as if you had not made the transaction. Please note that the dollar amount of the Available Balance reduction may be different from the actual purchase amount. This is more likely to happen at car rental agencies, restaurants, hotels, gas stations, and other merchants that request an authorization that may be higher or lower than the purchase amount. When we receive the actual transaction, usually within two (2) days, we will adjust your Available Balance, if necessary, based on the amount of the transaction.

POS Transactions: Our decision to authorize a POS transaction, even when there are sufficient available funds in your Account at the time authorization is requested or provided, is not a guaranty that there will be sufficient available funds in your Account at the time the authorized POS transaction is presented for payment, which could be days after the transaction is authorized. If an authorized POS

transaction is presented to us for payment, we will pay the transaction even if there are insufficient available funds in your Account to pay such transaction. When an authorized POS transaction is presented to us for payment and there are insufficient available funds in your Account to pay the transaction, we will pay the transaction and your account will be overdrawn. If your account is overdrawn, you will be notified promptly and you agree to reimburse us, upon demand, for any amount advanced on your behalf, as well as any applicable fees. The fees for overdraft/insufficient funds are set forth in the Fee Schedule.

International Transaction Exchange Rate. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date. This exchange rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance.

Termination of Service. We reserve the right to terminate any of the electronic banking services that are described in this Agreement and Disclosure without notice. Termination will not affect any of our rights or your obligations prior to termination, or any rights and liabilities hereunder arising out of transactions made, whether such transactions occur before or after termination. If we terminate any of the electronic banking services, you agree to surrender your ATM Card(s) and/or Visa® Debit Card(s) immediately.

Banking Day. "Banking Day" means any Monday through Friday, excluding holidays, on which banks in Connecticut are required or permitted to operate, and on which the Federal Reserve Bank of Boston is open for business.

Other Information. We own the ATM Card and Visa® Debit Card. If we request that you surrender the ATM Card or Visa Debit Card, you agree to do so immediately upon demand. We also reserve the right to refuse to offer you an ATM Card or Visa Debit Card, or to terminate the ATM Card or Visa Debit Card without notice. We reserve the right to close any or all of our ATMs without notice. There are fees associated with the use of your ATM or Visa Debit Card. These fees are set forth in the Fee Schedule. Please note: If you use an ATM not owned by Webster, you may be charged a fee by the ATM operator or any ATM network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Debit Card Overdraft Services: Webster is offering you a choice regarding Debit Card Overdraft Services. You can tell us if you want us to authorize your Debit Card purchases when there are insufficient funds in your account. You can do this by Opt-ing in. Please keep in mind that this is not a guarantee that all overdrafts will be authorized.

> **If you do not wish to Opt-In:** You don't need to do anything. We will not authorize Debit Card purchases if you have insufficient funds available in your account. You can always change your mind later. Simply let us know by mail, online, by phone, or in person at any Webster banking center.

Merchant Refusal. We will not be liable if a merchant refuses to honor your ATM Card or Visa® Debit Card. We will not be liable for any injury to you or to any third party caused by any goods or services purchased or leased with an ATM or Visa Debit Card.

Refund. If you are entitled to a refund for goods or services purchased, you agree that the merchant may credit your Account.

Disputes. You are responsible for resolving all disputes concerning the quality of goods and services purchased with the merchant that accepted the ATM Card or Visa® Debit Card.

SERVICES GOVERNED BY SPECIAL RULES NOT INCLUDED IN THIS AGREEMENT

Online Services. Online Services has a separate agreement that governs the use of that service. To the extent that there is a conflict between the Online Services Agreement and the Electronic Fund Transfers Agreement and Disclosure, the Online Services Agreement will apply to your online banking transactions. To enroll in Online Services, you must complete an Enrollment Form and obtain our approval prior to use of the service.

LIABILITY

Unauthorized Transfers. You must notify us **IMMEDIATELY** if you believe that your Visa® Debit Card, ATM Card and/or PIN has been lost or stolen or obtained without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Notifying us by telephone immediately is the best way of limiting your possible losses. You could lose all of the money in your Account (plus your Overdraft Protection). If you believe that your Visa Debit Card, ATM Card or your PIN has been lost or stolen and you tell us within two (2) Banking Days after you discover the loss or theft, you will lose no more than fifty dollars ($50) if someone used your Visa Debit Card, ATM Card or your PIN without your permission. If you do NOT tell us within two (2) Banking Days after you discover the loss or theft and we can prove that we could have stopped someone from using your Visa Debit Card, ATM Card or your PIN without your permission if you had informed us, you could lose as much as five hundred dollars ($500). If you do NOT tell us within two (2) Banking Days after you discover the loss or theft, your liability will not exceed the lesser of five hundred dollars ($500) or the sum of: (1) fifty ($50) or the amount of unauthorized transfers that occur within the two (2) Banking Days, whichever is less; and (2) the amount of unauthorized transfers that occur after the close of two (2) Banking Days and before notice to Webster, provided Webster establishes that the transfers would not have occurred had you contacted Webster within the two (2) day period.

Also, if your statement shows electronic transactions or transfers that you did not make, including those made by your Visa Debit Card, ATM Card, PIN or other means, tell us **IMMEDIATELY**. If you do not tell us within sixty (60) days after the statement was mailed to you, your liability will not exceed the amount of the unauthorized transactions that occur after the close of the sixty (60) days and before notice to Webster. 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 notifying us, we will extend the time periods specified above for a reasonable period of time.

If you believe that your Visa Debit Card, ATM Card or your PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, contact us immediately by telephoning or writing us at our address or telephone number listed below.

Visa® Zero Liability Protection. Unless you have been grossly negligent or have engaged in fraud, you are eligible for Visa® Zero Liability protection for Visa Debit Card transactions routed via the Visa network. Visa Zero Liability protection provides Visa Debit Card cardholders with full protection against unauthorized transactions processed in this manner. An example of a transaction routed via the Visa network is a Visa Debit Card merchant purchase that requires

your signature rather than your PIN to complete. Online or telephone purchases when you are providing your Visa Debit Card number as the method of purchasing are also examples of transactions routed via the Visa network. If your Visa Debit Card is lost or stolen, you agree to notify us immediately. If your statement indicates fraudulent activity, you must contact us **IMMEDIATELY**. In order to be fully protected against unauthorized use of your Visa Debit Card, you are required to notify us within sixty (60) calendar days of the mailing date of the first statement showing the unauthorized Visa network transactions. We also require that you provide written confirmation of the unauthorized transactions. If we receive the written confirmation, we will credit your Account for the amount of the error within five (5) Banking Days. We reserve the right to require you to put your complaint or question in writing before we credit your Account. Please be advised that this credit to your Account is provisional and we reserve the right to debit your Account at a later time if we determine that the error was due to your gross negligence or to your participation in fraudulent activity. You also agree to assist us in our attempts to recover any losses from unauthorized users and to assist in their prosecution.

Visa Zero Liability protection does not apply to ATM transactions or to transactions using your PIN. In addition, the definition of "unauthorized transactions" does not include a transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with authority to transact business on the Account, and it does not include any transaction by a cardholder that exceeds the authority given by the Visa Debit Card account owner.

If you believe that your Visa® Debit Card, ATM Card and/or your PIN has been lost or stolen, please contact us at our address and telephone number listed below.

Type of Electronic Banking Service	Bank Contact
• ATM Card • Visa Debit Card • Other Electronic Services	800-325-2424 Webster Bank Customer Care Center PO Box 10305, WFD 730 Waterbury, CT 06726

You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

Our 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, THE FOLLOWING ARE EXCEPTIONS TO OUR LIABILITY:

- **IF, THROUGH NO FAULT OF OURS, YOU DO NOT HAVE ENOUGH AVAILABLE FUNDS IN YOUR ACCOUNT TO MAKE THE TRANSFER, OR YOU HAVE CLOSED THE DESIGNATED ACCOUNT.**
- **IF THE FUNDS ARE SUBJECT TO LEGAL PROCESS OR OTHER ENCUMBRANCE RESTRICTING THE TRANSFER.**
- **IF THE TRANSFER WOULD EXCEED THE CREDIT LIMIT ON YOUR OVERDRAFT PROTECTION, IF APPLICABLE.**
- **IF THE ATM WHERE YOU ARE MAKING THE TRANSACTION DOES NOT HAVE ENOUGH CASH.**
- **IF THE ATM OR SYSTEM, THE POS TERMINAL OR SYSTEM, OR OTHER ELECTRONIC SYSTEM WAS NOT WORKING PROPERLY AND YOU KNEW, OR HAD REASON TO QUESTION THE POSSIBILITY OF, THE MALFUNCTION WHEN YOU STARTED THE TRANSFER.**

- **IF WE HAVE IDENTIFIED YOU AS A CREDIT RISK AND HAVE CHOSEN TO CLOSE YOUR ACCOUNT.**
- **IF CIRCUMSTANCES BEYOND OUR CONTROL (SUCH AS FIRE OR FLOOD) PREVENT THE TRANSFER, DESPITE REASONABLE PRECAUTIONS THAT WE HAVE TAKEN.**
- **IF WE ARE OTHERWISE EXEMPTED FROM LIABILITY UNDER APPLICABLE LAWS AND REGULATIONS.**

Error Resolution Notice. Webster Bank promptly investigates when you inform us that errors may have occurred as a result of electronic fund transfers, including unauthorized transactions. The term electronic fund transfer means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer's account. The term includes, but is not limited to:

(i) POS transfers;
(ii) ATM transfers;
(iii) Direct deposits or withdrawals of funds;
(iv) Transfers initiated by telephone;
(v) Transfers initiated using your check number, Account number and routing number; and
(vi) Transfers resulting from debit card transactions, whether or not initiated through an electronic terminal.

When you have submitted an inquiry about a possible error or you have a question about your electronic fund transfer, Webster Bank will tell you the results of our investigation within ten (10) Banking Days after we receive notice from you about a possible error, and will correct any error promptly. (For Massachusetts customers, this timeframe was previously ten (10) calendar days before November 28, 2006).

If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. For POS or transactions initiated in a foreign country, the investigation period is extended to ninety (90) calendar days. If we decide to do this, we will re-credit your Account within ten (10) Banking Days for the amount you think is in error. (For Massachusetts customers, the timeframe for provisional credit was previously ten (10) calendar days before November 28, 2006). However, if we ask you to put your complaint or question in writing and we do not receive it within ten (10) Banking Days, we may not re-credit your Account for the amount you think is in error.

For all new customers to Webster Bank, if you place a claim during the first thirty (30) calendar days your Account is open, the investigation period is ninety (90) calendar days and the time period to re-credit your Account for the amount you think is in error may be extended to twenty (20) Banking Days.

We will send you a written explanation of our determination within three (3) Banking Days after we finish 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 we used in our investigation.

In case of errors or questions about your electronic fund transfers, telephone us or write us 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 your statement or receipt. **Our address and telephone number are listed above.** We must hear from you no later than sixty (60) days after we send the **FIRST** statement on which the problem or error appeared.

- Tell us your name and Account number.

- 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.
- Tell us the dollar amount of the suspected error.

If you notify us orally, we will require that you send us your complaint or question in writing within ten (10) Banking Days. If we have re-credited your Account during the investigation and determine that there was no error, you will be required to return any credit of funds that you have received from us. If you do not return the funds, and subject to certain restrictions, we have the right to deduct the funds from your Account.

We will re-credit your account within five (5) Banking Days for the amount you think is in error for transactions routed via the Visa® network. We reserve the right to ask you to put your complaint or question in writing before we re-credit your Account. We also reserve the right to debit your Account at a later time if we determine that the error was due to your gross negligence or to your participation in fraudulent activity.

OTHER INFORMATION

Right to Receive Documentation of Transfers. You may request a receipt at the time you make any transfer to or from your Account using one of our ATMs. You will receive a monthly Account statement, unless there are no transfers in a particular month. In any case, you will receive the statement at least quarterly. The only electronic transfers allowed on passbook accounts are electronic deposits. If you bring your passbook to any banking center location, we will record any electronic deposits that were made to your Account since the last time your passbook was updated. 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 contact us at the telephone number shown above to determine whether or not the deposit has been credited to your Account.

IMPORTANT NOTE: Any documentation provided to you that indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

Stop Payments and Notice of Varying Amounts. Unless otherwise provided in this Agreement and Disclosure, you understand that you cannot stop an electronic fund transfer, other than a preauthorized payment. If you have notified us in advance to make regular payments out of your Account, you can stop any of these payments. You must contact us at the telephone number or address shown above, at least three (3) Banking Days before the payment or transfer is scheduled to be made in order to stop payment. If you call, we will also require that you put your request in writing and deliver the written confirmation to us within fourteen (14) days after you call. There is a fee to place a stop payment on a preauthorized payment. Please refer to the **Fee Schedule**.

When a preauthorized electronic fund transfer from your Account varies in amount from the previous transfer under the same authorization or from the preauthorized amount, the designated payee shall send you written notice of the amount and the date of the transfer at least ten (10) days before the scheduled date of transfer. (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.)

If you instruct us to stop one of these preauthorized payments at least three (3) Banking Days before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

IMPORTANT NOTE: Unless otherwise provided by this Agreement and Disclosure, you may not stop payment of Electronic Fund Transfers; therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to Stop Payment.

CUSTOMER AGREEMENT

ATM Card or Visa® Debit Card Transaction. If you use your ATM Card or Visa® Debit Card, you are bound by this Customer Agreement in addition to the terms of the **Electronic Fund Transfers Agreement and Disclosure.**

Security Measures. Safeguarding the ATM Card or Visa® Debit Card and PIN means adopting security measures to prevent any unauthorized person from obtaining possession of the PIN, ATM Card or Visa Debit Card and by taking all reasonable precautions to prevent the same, including but not limited to:

- Signing the signature panel on the back of your ATM Card or Visa Debit card immediately upon receipt.
- Keeping your ATM Card or Visa Debit Card and PIN separate from one another.
- Avoiding writing the PIN on your ATM Card or Visa Debit Card, or on any document carried along with the ATM Card or Visa Debit Card.
- Using a different PIN for Online Services and your ATM Card or Visa Debit Card.
- Memorizing your PIN and destroying any paper on which it is written, or keeping under lock and key any paper on which the PIN is written.
- Avoiding the disclosure of your PIN to anyone.

If someone uses your ATM Card or Visa Debit Card or its number without your consent, you agree to give us a written, sworn statement detailing the wrongful use and to assist us in investigating the circumstances. The statement will be in the form prescribed by us and completed by you. We do not have to credit you for your losses before you give us the required statement. You agree to examine your statements as soon as you receive them. If a statement shows a transfer not made by you, you will notify us promptly. If you do not notify us within sixty (60) days after we mail the statement or otherwise make the statement available to you, the statement will be deemed to be correct, and you will not be able to challenge any errors. (If a good reason, such as a long trip or a hospital stay, kept you from notifying us, we will extend the sixty (60) day time period for a reasonable period of time.)

Receipts. Always take your ATM receipt(s) before leaving an ATM. Keep the merchant receipt(s) and destroy any carbon copies to safeguard your Account number.

When You Owe Us Money. If you owe us money for fees or because of an unauthorized transfer or an error that you reported is not supported by our investigation, you agree to pay us the amount of the provisional credit. You may also be responsible for costs that we incur, including attorneys' fees, to collect the debt.

Our Liability. Unless otherwise in conflict with applicable laws and regulations governing our liability in connection with electronic fund transfers, you may recover only your actual damages if our failure to make a transfer: (a) is not intentional, or (b) results from a mistake made in good faith, or (c) should have been prevented by our usual practices.

For Your Safety When Using an ATM, Please Observe the Following:

- Common sense is your best guide to using an ATM safely. If you suspect something isn't quite right, trust your instincts. Use an ATM or a banking center where you feel more comfortable.
- If at all possible, use a machine that is located in a bank location.
- Choose a well-lighted ATM and park close to it. Have someone come with you when using the ATM at night.
- Use your free hand to cover the ATM keyboard while you type in your PIN.
- If the ATM you are using is inside a building, close the entry door completely upon entering.
- When using a drive-up ATM or Night Deposit, keep your engine running, lock your doors and roll up all of the windows, with the exception of the driver's window.
- Be aware of your surroundings. If you believe that you are being watched or followed, cancel your transaction and go to a well-populated area. If necessary, contact the police.
- Do not write your PIN on or near the ATM Card or Visa® Debit Card. Do not give your PIN or your Card to anyone.
- Always request a receipt for your transaction. Compare your receipts to your statements.
- Have your ATM Card or Visa Debit Card and any paperwork ready before you arrive at the ATM. This will save you time and will allow you to pay more attention to your surroundings.
- Place withdrawn cash out of sight in a secure place before stepping away from the ATM.

Customer Safety Information Required by New York Law

A surveillance camera(s) records the activity at the ATM facility. When you use an ATM, keep the following safety tips in mind:

- Close the door completely upon entering and exiting the ATM facility;
- Do not permit any unknown person(s) to enter the ATM facility after regular banking hours; and
- 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 1-800-325-2424 or the New York ATM Safety hotline at 1-877-BANK-NYS. The nearest available public telephone should be used to call the police if emergency assistance is needed.

ARBITRATION AND DISPUTE RESOLUTION

Binding Arbitration. You and the Bank agree that if a Dispute arises between you and the Bank which you are not able to resolve informally, upon demand by either you or the Bank, the Dispute shall be resolved by the following arbitration process. A "Dispute" is any unresolved disagreement between you and the Bank. It includes any disagreement relating in any way to Accounts or services; to your use of any of the Bank's banking locations or facilities; or to any means you may use to access an Account or the Bank. It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law, and equitable claims, provided however, to the extent that you or Bank seek relief that is not expressly stated as a dollar amount (including without

limitation repossession, replevin, set-off, recoupment, attachment or injunctive or other equitable relief), the claim, dispute or controversy shall not be a claim subject to arbitration. A Dispute also includes any disagreements about the meaning, application or enforceability of these arbitration provisions. These arbitration provisions shall survive the payment or closure of your Account. YOU UNDERSTAND AND AGREE THAT YOU AND THE BANK ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. The only other exception to these arbitration provisions that is in addition to the exclusions listed above, is that you and the Bank retain the right to pursue, in small claims court, any Dispute that is within that court's jurisdiction. If either you or the Bank fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

Arbitration Procedure; Severability. You or the Bank may submit a Dispute to binding arbitration at any time notwithstanding that a lawsuit or other proceeding has been previously commenced. NEITHER YOU NOR THE BANK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and these arbitration provisions, these arbitration provisions shall control. Arbitrator(s) must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content, or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. You and the Bank agree that in this relationship: (1) you and the Bank are participating in transactions involving interstate commerce; and (2) these arbitration provisions and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws of the state that govern the relationship between you and the Bank. If any provision of these arbitration provisions dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and these entire arbitration provisions shall be unenforceable.

Rights Preserved. These arbitration provisions do not prohibit you or the Bank from exercising any lawful rights or using other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court of competent jurisdiction. Any statute of limitations applicable to any Dispute applies to any arbitration between you and the Bank. The provisions of this arbitration agreement shall survive termination, amendment, or expiration of the Account or any other relationship between you and the Bank.

Fees and Expenses of Arbitration. Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. We agree to reimburse you, at the conclusion of the arbitration, within thirty (30) days of the issuance of the decision of the arbitrator, all of the filing, administration and arbitrator fees unless the arbitrator determines that the claim was frivolous or brought for an improper purpose (as measured by the standards set forth in Rule 11(b) of the Federal Rules of Civil Procedure). If the applicable law of the state that governs the relationship between you and the Bank limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration. We hereby agree not to seek an award of attorneys' fees and/or expenses if we prevail in Arbitration.

IDENTITY THEFT

How to Avoid Becoming a Victim of Identity Theft

Identity Theft. Identity theft occurs when someone uses your personally identifying information, like your name, Social Security number, mother's maiden name, date of birth, or debit or credit card number, without your permission, to commit fraud or other crimes, such as opening fraudulent new deposit or credit card accounts, making charges to existing deposit or credit card accounts, writing forged or fraudulent checks, or obtaining fraudulent loans. They may obtain this information by:

- Stealing wallets that contain personally identifying information and debit or credit cards.
- Stealing bank statements from the mail.
- Diverting mail from its intended recipients by submitting a change of address form.
- Rummaging through trash for personal data.
- Stealing personally identifying information from workplace records.
- Intercepting or otherwise obtaining information transmitted electronically.

Pretext Calling. Pretext calling is a fraudulent means of obtaining a person's personally identifying information. Pretext callers may contact bank employees, posing as customers, to access customers' personal account information. Information obtained from pretext calling may be sold to debt collection services, attorneys, and private investigators to use in court proceedings. Identity thieves may also engage in pretext calling to obtain personally identifying information to create fraudulent accounts.

Avoid Becoming a Victim of Identity Theft and Pretext Calling. Here are some basic steps you can take to avoid becoming a victim of identity theft and pretext calling:

- **Do not give personal information,** such as account numbers or Social Security Numbers, over the telephone, through the mail, or over the internet, unless you initiated the contact or know with whom you are dealing.
- **Store personally identifying information in a safe place** and tear up old credit card slips, ATM receipts, old account statements, and unused credit card offers before throwing them away.

- **Protect your PINs and other passwords.** Avoid using easily available information, such as your mother's maiden name, your birth date, the last four digits of your Social Security Number, your telephone number, etc.
- **Carry only the minimum amount of identifying information** and number of credit cards that you need.
- **Pay attention to billing cycles and statements.** Inquire of the bank or creditor, if you do not receive a monthly bill. It may mean that an identity thief diverted the bill.
- **Check account statements carefully** to ensure all charges, checks, or withdrawals were authorized.
- **Guard your mail from theft.** If you have the type of mailbox with a flag to signal that the box contains mail, do not leave bill payment envelopes in your mailbox with the flag up. Instead, deposit them in a post office collection box or at the local post office. Promptly remove incoming mail.
- **Order copies of your credit report** from each of the three major national credit bureaus once per year to ensure that they are accurate. Federal law requires the three major national credit bureaus to provide you with one (1) free copy of your report in a twelve (12) month period. If you request more than one (1) copy from the same nationwide consumer reporting agency in a twelve (12) month period, the agency may be permitted to charge for the second and subsequent copies.

Victim of Identity Theft. If you believe that someone has stolen your identity, you should:

- **Contact the fraud department** of each of the three major credit bureaus to report the identity theft and request that the credit bureaus place a fraud alert and a victim's statement in your file. The fraud alert puts creditors on notice that you have been the victim of fraud, and the victim's statement asks them not to open additional accounts without first contacting you.
- **The telephone numbers for the fraud departments** of the three national credit bureaus:

Trans Union	1-800-680-7289
Equifax	1-800-525-6285
Experian	1-888-397-3742

  You may request a free copy of your credit report after a fraud alert is placed in your credit report file. Credit bureaus must provide a free copy of your report if you have reason to believe the report is inaccurate because of fraud and you submit the request in writing.
- **Review your report** to make sure no additional fraudulent accounts have been opened in your name, or unauthorized changes made to your existing accounts. Also, check the section of your report that list "inquiries" and request that any inquiries from companies that opened the fraudulent accounts be removed.
- **Contact any bank or other creditor where you have an account** that you think may be the subject of identity theft. Advise them of the identity theft. Request that they restrict access to your Account, change your account password, or close your Account, if there is evidence that your account has been the target of criminal activity.
- **File a report with your local police department.**

- **Contact the FTC's Identity Theft Hotline toll-free at 1-877-ID-THEFT (438-4338).** The FTC enters the information into a secure consumer fraud database and shares it with local, state, and federal law enforcement agencies.

NOTICE TO CUSTOMERS: A CTR REFERENCE GUIDE

Why is my financial institution asking me for identification and personal information?

Federal law requires financial institutions to report currency (cash or coin) transactions over $10,000 conducted by, or on behalf of, one person, as well as multiple currency transactions that aggregate to be over $10,000 in a single day. These transactions are reported on Currency Transaction Reports (CTRs). The federal law requiring these reports was passed to safeguard the financial industry from threats posed by money laundering and other financial crime. To comply with this law, financial institutions must obtain personal identification information about the individual conducting the transaction such as a Social Security number as well as a driver's license or other government is-sued document. This requirement applies whether the individual conducting the transaction has an account relationship with the institution or not.

There is no general prohibition against handling large amounts of currency and the filing of a CTR is required regardless of the reasons for the currency transaction. The financial institution collects this information in a manner consistent with a customer's right to financial privacy.

Can I break up my currency transactions into multiple, smaller amounts to avoid being reported to the government?

No. This is called "structuring." Federal law makes it a crime to break up transactions into smaller amounts for the purpose of evading the CTR reporting requirement and this may lead to a required disclosure from the financial institution to the government. Structuring transactions to prevent a CTR from being reported can result in imprisonment for not more than five years and/or a fine of up to $250,000. If structuring involves more than $100,000 in a twelve month period or is performed while violating another law of the United States, the penalty is doubled.

The following scenarios are examples of structuring.

Examples of Structured Transactions:

1. John has $15,000 in cash he obtained from selling his truck. John knows that if he deposits $15,000 in cash, his financial institution will be required to file a CTR. John instead deposits $7,500 in cash in the morning with one financial institution employee and comes back to the financial institution later in the day to another employee to deposit the remaining $7,500, hoping to evade the CTR reporting requirement.
2. Jane needs $18,000 in cash to pay for supplies for her wood-carving business. Jane cashes a $9,000 personal check at a financial institution on a Monday, then cashes another $9,000 personal check at the financial institution the following day. Jane cashed the checks separately and structured the transactions in an attempt to evade the CTR reporting requirement.
3. A married couple, John and Jane, sell a vehicle for $15,000 in cash. To evade the CTR reporting requirement, John and Jane structure their transactions using different accounts.

John deposits $8,000 of that money into his and Jane's joint account in the morning. Later that day, Jane deposits $1,500 into the joint account, and then $5,500 into her sister's account, which is later transferred to John and Jane's joint account.

4. Bob wants to place $24,000 cash he earned from his illegal activities into the financial system by using a wire transfer. Bob knows his financial institution will file a CTR if he purchases a wire with over $10,000 currency in one day. To evade the CTR reporting requirement, Bob wires the $24,000 by purchasing wires with currency in $6,000 increments over a short period of time, occasionally skipping days in an attempt to prevent the financial institution from filing a CTR.

If you have further questions, please contact FinCEN's Regulatory Helpline at (800) 949-2732.

Notes:

Notes:

Webster Bank, N.A.
Webster Customer Care Center
P.O. Box 10305, WFD 730
Waterbury, CT 06726

1-800-325-2424

Webster® and Webster Bank® are registered
in the U.S. Patent and Trademark Office.

Webster Bank, N.A. Member FDIC. Equal Housing Lender
©2015 Webster Financial Corporation. All rights reserved.

October 2015
FN-35419-A