

## DEPOSIT ACCOUNT AGREEMENT

PAGE 7 OF THIS AGREEMENT INCLUDES BINDING ARBITRATION PROVISIONS WITH A CLASS ACTION WAIVER) THAT GOVERN HOW CLAIMS ARE RESOLVED BETWEEN US. UNLESS YOU OPT-OUT OF ARBITRATION WITHIN 30 DAYS AS DESCRIBED IN THE ARBITRATION AGREEMENT, THESE PROVISIONS MAY REQUIRE INDIVIDUAL ARBITRATION FOR ANY DISPUTE THAT YOU ASSERT AGAINST US AND MAY LIMIT OUR LIABILITY TO YOU.

### **PART 1 – GENERAL PROVISIONS**

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#### **1.1 Legal Effect of Provisions in this Agreement**

We have attempted to write this Deposit Agreement in plain English so that you can understand its terms as clearly as possible. Throughout, First County Bank will be called “the Bank;” and YOU, the depositor, will be called “you.” When you open a deposit account with the Bank by signing a Signature Card, you are agreeing to the terms of this Agreement and to pay any and all fees and charges for the associated products and/or services. Refer to the “Consumer Deposit Account Schedule of Charges”, “Business Deposit Account Schedule of Charges” and/or the “Electronic Funds Transfer” section of your Account Disclosure as well as any other account disclosure and or agreements for additional charges, fees, and/or limitations that may apply. Your use of Online Banking, services provided by third parties through Online Banking, and accounts (deposit, loan and/or line of credit) that you access through Online Banking are also governed by the terms and conditions of any Online Banking Agreement, third party service provider agreement, and account agreements and disclosures provided to you (hereafter referred to collectively as “agreements and disclosures”). The terms and conditions of these agreements and disclosures, as may be amended from time to time, are incorporated by their reference herein and continue to apply. Please refer to those agreements and disclosures, including but not limited to their provisions regarding your liability for unauthorized transfers, reporting unauthorized transfers, contacting the Bank concerning questions or errors in your account, disclaimers of warranties, limitations on the Bank’s liability, and indemnity. This is a legally binding contract. Please note that the contract can only be modified as provided in this Agreement. Please READ and RETAIN this Agreement so that you can refer to it whenever you have a question about your account. By signing a signature card, you acknowledge and agree that any information you have supplied or will supply in the future to the Bank is complete and correct. If you have signed an authorization for release of credit information, you agree that the Bank may from time to time obtain your credit reports for Bank purposes such as offering new products, loans or services. Your authorization will continue to be in effect for so long as you are a customer of the Bank.

#### **1.2 Organization of Agreement**

Part I of this Agreement sets forth general terms applicable to all deposit accounts subject to this Agreement. The rules governing ownership of deposit accounts in different capacities are described in Part 2 of this Agreement. The general rules governing deposit accounts are set forth in detail in Part 3. Special rules applicable to interest-bearing accounts are set forth in Part 4. Part 5 of this Agreement sets forth the Bank’s Funds Availability policy. The special rules and disclosures governing Electronic Fund Transfers and automated teller machine (ATM) cards are found in your Account Disclosure. The rules and disclosures regarding your ability to withdraw funds from your accounts are also found in your Account Disclosure. You should read all of these rules carefully.

#### **1.3 Subject of Agreement - Deposit Products**

The Bank offers a great variety of financial services to meet your needs. It provides many different types of deposit accounts. Except for the special accounts listed below, this Agreement covers all types of deposit accounts offered by the Bank, now or in the future, including demand deposit accounts, money market deposit accounts, certificates of deposit, and savings accounts. These deposit products are described in detail in separate brochures available at the Bank. This Agreement does not cover products such as loans, safe-deposit boxes, investment services, Visa, and brokerage services. In addition, some deposit accounts involve special rules that are not set forth in this Agreement; these accounts include IRAs, KEOGH plans, and Sweep Accounts. While this Agreement is generally applicable to these accounts, these accounts are also subject to additional rules designed to take their unique characteristics into account. Further information is available at the Bank on any of these special financial services.

#### **1.5 Credit/Debit Account Opening - Funding**

Before funding your account, with a credit card or debit card, opened online or in one of our branches, check the terms of usage with your card provider. There may be limits, restrictions, or fees associated with using your credit card or debit card to fund your account. In addition, the transaction may be treated as a cash advance and you may be charged a cash advance fee and or interest.

#### **1.4 Effect of State and Federal Laws and Regulations**

The deposit relationship between you and the Bank is governed primarily by this Agreement. But it is also governed by the laws of the State of Connecticut; the laws of the United States, including the Federal Arbitration Act; the rules and regulations of the Board of Governors of the Federal Reserve System and operating letters of the various Federal Reserve Banks; and the rules and regulations of other proper bank supervisory authorities. If any terms of this Agreement come into conflict with applicable law, those terms will be nullified to the extent that they are inconsistent with the law, and the applicable law will govern. If any provision of this Agreement is declared to be invalid, unenforceable or illegal, that part will not affect the validity of the other provisions.

#### **1.5 Deposit Protection**

The Bank is committed to providing a safe and sound capital structure through the retention of earnings to guarantee the protection of our customers’ deposits. All of a depositor’s accounts at an insured depository institution will be insured by the FDIC up to the Standard Maximum Deposit Insurance Amount (SMDIA) of \$250,000 for each deposit insurance ownership category. Insurance coverage applies to a person’s funds in checking, savings deposits, certificates of deposit, and bank money market accounts, as well as bank Individual Retirement Accounts. Bank personnel are available to discuss protection for your deposit accounts. For more information about FDIC insurance go to [www.FDIC.gov](http://www.FDIC.gov) or call 1.877.ASK.FDIC (1.877.275.3342).

#### **1.6 Customer’s Waiver of Notice**

By signing the Signature Card, you waive any notice of nonpayment, dishonor or protest regarding any items credited to or charged against your deposit account. For example, if a check that you deposited is dishonored and returned to the Bank, the Bank is not required to notify you of the dishonor.

#### **1.7 Waiver of Rights by the Bank**

The Bank reserves the right to waive the enforcement of any of the terms of this Agreement with you with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Bank to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement.

#### **1.8 Modification of Agreement by the Bank**

The Bank reserves the right to modify the contract terms and this Agreement at any time. If the changes are required by federal law, state law or regulation the Bank may not provide notice of the change. Other changes will be posted in the Bank’s offices where deposits are accepted and on the Bank’s website, or the changes will be mailed to you. The Bank will use reasonable efforts to provide at least ten (10) days prior notice of all changes. You agree that the

posting or mailing of changes is sufficient notice to you of any change. Part 3, Paragraph 21 of this Agreement governs modification of service fees, and changes in interest rates and Annual Percentage Yields on interest-bearing accounts are governed by Part 4 B, Paragraph 1 of this Agreement.

### **1.9 Termination or Change of this Agreement: Termination of Accounts**

We can terminate this Agreement or suspend your account, or any specific services related to your account at any time, and for any reason, or no reason, with or without closing your account, and without prior notice to you (unless notice is required under applicable law or regulation). This Agreement survives the closing of your Account. Such a termination will not release you from (1) any fees or other obligations incurred before the termination; (2) those fees you incur in the process of closing out your account; or (3) your liability on outstanding items. The Bank reserves the right to discontinue or stop offering any particular type of account or to close your account at any time. The Bank will mail you a check for the amount of funds on deposit as soon as practical upon closing an account. The Bank also reserves the right to decline to open an account for any person or entity and the right to limit the number of accounts held by any depositor.

### **1.10 Notices**

Any written notice you give to the Bank is effective when it is actually received by the Bank. Any written notice the Bank gives to you is effective when it is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address or, if we have agreed on this method, we provide it to you electronically. Notice to any one owner of an account is notice to all owners of that account. You must provide the Bank with a new mailing address whenever the prior address is no longer correct. The Bank is not responsible for any loss which you may suffer if you fail to provide us with a new or a correct address. To be effective, all written notice to the Bank must be directed to the Bank's principal office at P.O. Box 1415, Stamford, CT 06904-1415.

### **1.11 Consent to Mobile Service Commercial Messages**

By signing the Signature Card, you demonstrate that you have affirmatively consented to receive mobile service commercial messages (commonly referred to as "text messages") from us to the mobile phone number that is on your account and/or any additional mobile phone number that you may provide. A mobile service commercial message is an advertisement or promotion of First County Bank products or services sent via a text message. Although there is no fee charged by the Bank, you may be charged a fee by your wireless service provider (carrier fees) in connection with receipt of text messages. To cancel mobile service commercial messages from us by:

- text: STOP to 98667. You expressly consent to receipt of a text message to confirm your "STOP" request; or
- contact the CustomerFirst Contact Center Monday through Friday (excluding holidays) from 8:30 a.m. to 4:30 p.m. at (203)462-4400; or
- visit any branch office location.

### **1.12 Changes to Deposit Account Agreement**

We may change the terms of this agreement, including fees and features of your account, at any time. If any change would adversely affect you, we will notify you in advance to the extent required by state or federal law or regulation, unless the change is necessary to comply with a legal requirement. You agree that notice of these changes may be provided to any joint owner. We are not required to send you notice of interest rate and Annual Percentage Yield changes for variable rate accounts or notice of changes in printing fees for documents (such as checks). We may direct you to a branch or [www.FirstCountyBank.com](http://www.FirstCountyBank.com) for the content of any changes or the revised agreement unless the law requires a different method. By maintaining your account after the effective date of any change, you agree to the change.

## **PART 2 – OWNERSHIP OF ACCOUNTS**

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### **2.1 Signature Card Designation**

The classification of your account as a personal account or a business account and the form of ownership for your account are designated on the Signature Card you sign when you open the account. The following provisions describe the rules applicable to the various classifications and forms of ownership available. Only the provisions relating to the classification and form of ownership designated on the Signature Card applies to your account.

### **2.2 Individual Accounts**

By opening an account that is designated as an individual account on the Signature Card, you are considered by the Bank as the sole owner of the account.

### **2.3 Joint Accounts with Right of Survivorship**

If you open an account that is joint with right of survivorship, your rights and the rights of the other person(s) whose name(s) appear on the account are set forth in Section 36a-290 et. seq. of the Connecticut General Statutes. Briefly, these laws provide that the other person(s) named on the account may withdraw the entire balance in the account including deposits you have made and, upon your death, the funds in the account are held for the other person(s). For certain checks, such as a check payable by the government, the Bank may require all persons to whom the check is payable to endorse the check for deposit. The other person named on the account may also stop payment on a check and create an overdraft. Each joint account owner authorizes the bank to exercise setoff and enforce its security interest in the entire joint account, even though only one of the joint owners is the defaulting debtor and irrespective of who signed the check creating the overdraft. Each person named on a joint account can pledge or lien the entire account. The Bank will not accept an account for individuals that require the signatures of two or more persons for a withdrawal. The bank has the right to limit the number of owners on any account.

### **2.4 Business Accounts**

Business accounts are those established by any partnership, corporation, association or other entity operated on a for-profit or non-profit basis; all governmental units; and any individual who intends to use the account for carrying on a trade or business. The classification and form of ownership of a business account is as designated on the Signature Card. In a partnership account, the partners agree with each other and the Bank that any one partner whose name is written or typed on the Signature Card has complete authority to bind the partnership and all other partners, or its members, in all transactions involving the account. In a corporation account, each person who signs the Signature Card represents to the Bank that the corporation is duly authorized to transact business and that each person whose name is written or typed on the Signature Card is duly authorized and has complete authority to bind the corporation in all transactions involving the account. The partnership, corporation or other legal entity agrees to notify the Bank promptly in writing of any change in authority. The Bank also reserves the right to require a partnership, corporation or other legal entity to give separate written authorization telling the Bank who is authorized to act on its behalf. The Bank is authorized to follow the directions of a person designated as having authority to act on the entities behalf until the Bank receives written notice that the authority has been terminated and has had a reasonable time to act upon that notice. To open a business account, you must provide the Bank with the business's Employer Identification Number (EIN). The Bank reserves the right to request other documentation when you open a business account, or later, such as stamped or certified copies of the Articles of Organization or foundation documents as filed with the appropriate Secretary of State's Office, trade name certificates and the like. Failure to comply with a request to furnish company documentation may result in the termination of the account.

### **2.5 Fiduciary Designation**

A fiduciary is a person or organization named by will, trust or other legal document or appointed by a court to manage the funds or property of another. If you open this type of account, whether by court order or legal agreement, the Bank requires a certified copy of any necessary documents establishing your authority to act in this capacity. These documents will define your rights and duties as such fiduciary. The Bank is not responsible for use made of the funds by a fiduciary. If a question arises about your rights and duties as such fiduciary, the Bank will not permit you to exercise control over the account unless the

Bank receives proof, satisfactory to the Bank, that you are authorized.

### **2.6 Connecticut Uniform Transfers to Minors Act (Custodian Account)**

If you want to make a gift of money in an account for a minor (for this purpose, someone under the age of 21), you can do so under this Act. You can manage the money until the minor becomes 21. The funds in the account belong to the minor. If you open a custodian account, you must provide the Bank with the minor's tax identification number, date of birth and address. The Bank is not responsible for the use made of the funds by a custodian. You may not, as custodian, pledge an account of this type as collateral for a loan. When the minor reaches the age of 21, it is the responsibility of the custodian to transfer the funds to the minor.

### **2.7 Trustee Designation**

Unless you provide the Bank with a court order or other legal written agreement governing a fiduciary account, any account which you open as "trustee for" or "trust for" shall be governed by Section 36a-296 of the Connecticut General Statutes. Briefly, such an account means that you, as trustee, have control of the funds during your life. If you die before the beneficiary, the trust terminates and the funds vest in the person named as beneficiary. You may, as trustee, pledge an account of this type as collateral for a loan. This account is often called a Totten Trust Account. To open this account, you must include your social security number on the signature card. When opening this account, the Bank may require that you provide the name, date of birth, address and social security number of the beneficiary.

### **2.8 Less Common Types of Ownership**

The Bank will establish deposit accounts with other types of ownership so long as it is legally and ethically possible to do so. If you have questions regarding special ownership arrangements, please inquire at the Bank's offices.

### **2.9 Power of Attorney**

A power of attorney is a legal document where one person (the owner) gives a second person (the attorney-in-fact) the power to act on the owner's behalf. If you, as attorney-in-fact, are opening the account under a power of attorney, you can deal with the funds in the account as prescribed by law in the power of attorney document. You must provide the Bank with a current and signed copy of the power of attorney document. The owner of the account may also withdraw funds from the account if he/she has also signed the Signature Card for the account. The power of attorney will end as provided by law; that is, when the owner terminates the power, dies, has a conservator appointed or becomes incompetent (unless the power of attorney directs otherwise as provided by law). The Bank is not responsible for the use made of the funds by you as attorney-in-fact or another, acting as your attorney-in-fact. The Bank reserves the right to review any power of attorney before acceptance. The Bank reserves the right to confirm the validity of such a document before allowing a transaction to occur. The Bank also reserves the right, in its sole discretion, not to accept withdrawal or other requests which utilize a power of attorney, to the extent permitted by applicable law. The Bank reserves the right to require the attorney in fact to supply full legal name, address, date of birth, taxpayer identification number and any appropriate identification before honoring any power of attorney.

### **2.10 Identification.**

The Bank requires proper identification to open an account, prior to making withdrawals and prior to accepting certain deposits. The Bank reserves the right to verify any information that you provide at the time the account is opened or later. To comply with federal law, to help the government fight the funding of terrorism and to assist the government in preventing money laundering, the Bank requires the presentation of certain information to open an account. You must provide us with your full legal name, your date of birth and your current residence address. The Bank reserves the right to request various forms of identification both when you open an account, when requesting withdrawals and when making certain deposits. To open an account, you must have either a Social Security Number, Taxpayer Identification Number or an Employer Identification Number. If you do not provide the Bank with the correct Tax Identification Number or if you are a non-resident alien who has not provided the Bank with the information requested in this section, the Bank may close your account.

### **2.11 Permissible Identification.**

The following forms of photo identification that must be valid and contain a current expiration date, are accepted by the Bank:

- Connecticut Driver's License (DL)
- A US Passport
- A US Military Identification Card
- A Connecticut Department of Motor Vehicles Non-Drive Photo Identification Card (ID)
- A Permanent Resident Alien Card
- A State of Connecticut Pistol Permit

The Bank may require more than one form of identification before permitting withdrawals or opening an account. There are also instances in which the Bank reserves the right not to accept a check for deposit or cash even though one or more forms of identification are provided.

## **PART 3 – GENERAL RULES GOVERNING DEPOSIT ACCOUNTS**

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### **3.1 Deposit of Items**

You may make deposits in person, by mail or by any other method the Bank makes available, such as its automated teller machines. You are encouraged to use your personalized deposit slips in order to help the Bank credit deposits to your account as soon as possible. It's your responsibility, not ours, to confirm the accuracy of the amount you deposit. If we determine a discrepancy exists between the declared and the actual amount, we may debit or credit your account and we may notify you if any adjustments are made. We can also use the declared amount as the correct amount to be deposited and not adjust a discrepancy if it's less than our standard adjustment amount. We may vary our standard adjustment amount from time to time without notice and use different amounts depending on account type. The Bank is not responsible for deposits made by mail or through a depository not staffed by the Bank's personnel until the Bank actually receives them. If you fail to endorse an item that you submit for deposit, the Bank has the right, but is not obligated, to supply the missing endorsement. The Bank may require that certain government checks, insurance company items or other special types of checks are personally endorsed by each of the payees. You agree to reimburse the Bank for any loss or expense it incurs because you fail to endorse an item exactly as it is drawn. If the Bank receives an item on a weekend, holiday or after the Bank's cutoff hour on a business day, the item is deemed to have been received on the Bank's next business day. The Bank's business days and cutoff hours are posted at the Bank's offices and are subject to change from time to time at the Bank's discretion. You may arrange to have certain deposits made directly to your account. These types of deposits include social security or other U.S. government payments or payroll payments. You agree that the Bank may withdraw and reverse directly deposited amounts that have been deposited in error. If you do not have sufficient currently available funds in your account to correct a deposit error, you agree that you will pay us back and that the Bank has the right to make withdrawals from future funds to correct the error. For joint accounts, each depositor agrees to return such funds no matter which of the depositors used or obtained funds. These provisions will also bind your executor or other legal representative. The Bank will only accept direct deposits that are properly presented through the Automated Clearing House System or that are properly presented by a third party with whom the Bank has an agreement.

### **3.2 Collection of Items**

In receiving items for deposit or collection, the Bank acts as your collection agent and assumes no responsibility beyond the exercise of due care. Special instructions for handling an item will be effective only if made in writing and given to the Bank along with the item in question. The Bank will not be liable for default or negligence of its correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve and Clearing House rules. All items are credited subject to final payment and receipt of

proceeds by the Bank. Without prior notice to you, the Bank may charge back any item at any time before final payment, whether returned or not, and may also charge back any item drawn on it if, within the handling period for such item, the item cannot be honored against the drawer's account. The Bank is authorized to pursue collection of previously dishonored items, and in so doing, it may permit the payor bank to hold an item beyond the midnight deadline. The Bank may supply missing endorsements on any items submitted for deposit to your account. The Bank may also limit, refuse, or return any item submitted for deposit to your account. The Bank has the right to chargeback your account if the Bank has given you credit for an item that is returned to us unpaid, including any Funds Transfer through an Automated Clearing House; or the Bank may, solely at its option, without undertaking an obligation to do so, redeposit the item, and charge a fee, if applicable. If the Bank does choose to redeposit the item, you expressly agree that you have consented to this action and further agree that we have not waived or forfeited our right to chargeback your account by exercising the option to redeposit. The Bank may decline to accept certain items, such as foreign checks, for deposit, but the Bank may, in its discretion, attempt to collect such items, and will deposit amounts collected into your account. The Bank assumes no responsibility for collection of these items.

### 3.3 Return of Direct Deposits

If the Bank is required to reimburse the U.S. government for all or any portion of any benefit payments deposited into your account through a direct deposit plan for any reason, you agree that the Bank may, without prior notice to you, deduct the amount returned to the U.S. government from your account or from any other account you have with the Bank, unless the deduction is prohibited by law. In addition, the Bank reserves the right to reverse direct deposits made by your employer or others where the Bank in the exercise of its reasonable discretion determines that such deposit was erroneously or improperly deposited into your account. This right is in addition to any other rights the Bank has under this agreement, including its right of setoff and its security interest in your account.

### 3.4 Authorized Signature

Your signature on the Signature Card, or its equivalent, is your authorized signature. For the payment of funds and for other purposes relating to any account you have with the Bank, the Bank is authorized to recognize your signature, but it will not be liable to you for refusing to honor your checks or other signed instructions if it believes that the signature appearing on such checks or instructions are not genuine. Additionally, you may authorize the use of a facsimile signature device by designation on the Signature Card or in a separate resolution. If you have authorized the use of a facsimile signature device, the Bank may honor any check or other signed instruction that bears or appears to bear your facsimile signature even if it was made by an unauthorized person or with a counterfeit facsimile device. You will be responsible for the use or misuse of a facsimile signature regardless of who uses the stamp or device. Therefore, you should maintain close control over your facsimile signature device and promptly review your statements and canceled checks for unauthorized use of the device.

### 3.5 Checks and Other Withdrawals

The Bank may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by the Bank. The Bank also reserves the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. The Bank may pay checks or other items drawn on your account in any order determined by the Bank, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Automated Clearing House ("ACH"). All ACH credits and debits received for your account are subject to the rules of the National Automated Clearing House Association and any other applicable ACH rules including the Zelle Terms of Service (if applicable). You agree to be bound by the ACH rules, or other rules in place by any other third party. Any credit given by the Bank to you for an ACH credit is provisional until the Bank receives final payment. If the Bank does not receive final payment, the Bank may charge your account for the amount or otherwise obtain a refund from you, and the party making payment to you shall not be deemed to have paid you the amount of the entry. The Bank will not notify you of its receipt of ACH transactions other than as recorded on your periodic statement.

**BUSINESS ACCOUNTS ONLY:** Positive Pay is designed to help you reduce the likelihood of undetected fraudulent activity on your deposit account(s) and it is reasonable under all circumstances for the Bank to require you to use our Positive Pay service at your sole cost and expense upon our request. You agree that failure to implement the Positive Pay following the Bank's request that you do so will preclude you from asserting any claim against us (Bank) for paying an unauthorized, altered, counterfeit or other fraudulent item that the Positive Pay Service (including Check Positive Pay and/or ACH Positive Pay) was designed to detect or deter, and we (Bank) will not be required to re-credit your deposit account(s) or otherwise be liable to you for paying such item(s).

### 3.6 Telephone Transfers

A transfer of funds from one of your accounts to another of your accounts of the exact same title at the Bank or a wire transfer may be made by telephonic instructions in accordance with the procedures established by the Bank.

### 3.7 Insufficient Funds and Overdrafts

Your Account Balances - Your checking account has two balances that determine whether you will be assessed an overdraft or a non-sufficient funds fee: the "Daily Collected Balance" and the "Available balance." It is important to understand how the two balances are calculated and how they are used to know when you may be charged Insufficient Funds Charges. Your Daily Collected Balance is all of your deposits, less transactions paid, and less transactions that you have preauthorized and for which a merchant has requested a hold (typically these are transactions made with your debit card over the MasterCard network - without entering your "PIN."). Your Available Balance is all of your deposits, less any holds on deposits per our Funds Availability Policy, less transactions paid, and less preauthorized holds.

A temporary debit authorization hold affects your Available Balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more or less than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds or is less than the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your Available Balance for other transactions will be reduced by the amount of the temporary hold. If another transaction (other than one made with your debit card) is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount your available balance, that transaction may be declined or returned pursuant to the descriptions below. For everyday (non-recurring) debit card and ATM transactions, you must opt-in to have us cover your overdrafts. If you do not opt-in, and a merchant asks us to authorize a transaction that exceeds your Available Balance, we will decline the transaction without assessing any fee.

**Other overdraft sources.** In addition to the below overdraft program, the Bank offers customers a line of credit (if eligible) and a "draw account service," which links your other eligible accounts to your checking account to avoid overdrafts. The cost for the line of credit is the applicable interest rate. And the cost of a transfer from another eligible account is \$10.00 per transfer, regardless of if the transfer is enough to otherwise prevent an Insufficient Funds Charge. For additional terms and conditions, please see the *Cash Reserve Agreement* or the line of credit and please see the "Checking Account Disclosure" for additional terms for the draw account service.

**Checks, ACHs, and Bill Pay.** The Bank uses your Daily Collected Balance, any overdraft sources (such as lines of credit or linked accounts) and your overdraft tolerance (if you have not opted out) to determine whether to pay or return a check or an ACH transaction. If we pay the transaction, we use the Daily Collected Balance plus your overdraft sources to assess whether or not to assess an Insufficient Funds Charge. If we return a transaction, you will be assessed an Insufficient Funds Charge-Returned. If we pay the transaction and it exceeds your Daily Collected Balance (plus overdraft sources), we will assess an Insufficient Funds Charge – Paid. Merchants may attempt to be paid on the same authorized ACH or written check if their first attempt has been returned. You could be assessed an Insufficient Funds Charge each time a merchant attempts to be paid on an ACH or a check.

**Debit-Card Transactions over the MasterCard network.** The Bank will use your Available Balance (and, with the exception of recurring debit card transactions, if you have opted into our overdraft program, your overdraft sources and overdraft tolerance to determine whether to authorize or decline a debit-card transaction). If we pay a transaction and the amount the merchant requests for authorization is within your Available Balance, the bank will not assess an Insufficient Funds Charge-Paid. If we pay a transaction and the amount of the transaction the merchant presents to us for payment is within your Available Balance (plus overdraft sources), the bank will not assess an Insufficient Funds Charge-Paid. If the amount the merchant requests for authorization exceeds your Available Balance at the time it is authorized and exceeds your Available Balance (plus overdraft sources) when we pay it, we will assess an Insufficient Funds Charge-Paid. If the transaction is declined, the Bank will not assess a fee.

**Debit-Card Pin and ATM Transactions.** The Bank will use your Available Balance and, if you have opted into our overdraft program, your overdraft sources and overdraft tolerance to determine whether to authorize or decline a PIN or ATM transaction. If the amount exceeds your Available Balance (plus overdraft sources), you will be assessed an Insufficient Funds Charge- Paid. If the transaction is declined, the Bank will not assess a fee.

The honoring of one or more overdrafts does not obligate the Bank to honor any future overdraft, and you should not rely on the Bank to honor an overdraft. Moreover, the Bank is not required to send you prior notice on checks returned for insufficient funds. In addition, the Bank may charge you, in accordance with its current schedule of charges, for any check or any other type of item deposited to your account which is not honored or is returned unpaid to the Bank. You agree to deposit sufficient funds to cover the overdraft and any service fees upon notice of the overdraft, and to reimburse the Bank for any costs it incurs in collecting the overdraft from you including, without limitation, reasonable attorney fees and the costs of litigation, to the extent permitted by law. Please see current Account Disclosures and Schedule of Charges, which may be updated from time to time for more information regarding overdrafts.

**How transactions are posted to your account.** The law permits us to pay items drawn on your account in any order (for purposes of this section “items” means checks, orders and electronic transactions). To assist you in handling your account with us, we are providing you with the following information regarding how we generally process those items.

There are two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time.

**Credits.** Most deposits are added to your account first for each type of transaction. For some checks you deposit, not all the funds will be made available at the time of deposit. Thus, your available balance may not reflect all or a portion of the most recent deposits to your account. For further details on the availability for withdrawal of your deposits, see the Funds Availability Disclosure. Each evening we will post all credits before we post any debits.

**Debits.** There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and the Bank is not necessarily in control of when transactions are received. Debits are posted in the following order:

1. Checks are posted around 8:00 p.m. Eastern Time each night in sequential ascending low to high order, in the order in which we receive each file.
2. ACHs are posted several times during the day as we receive the files. They are posted in the order in which they are presented in each file.
3. Bill Pay depends on how the merchant requests payment. Some are paper checks, and some are processed as ACHs.
4. Debit-card transactions over the MasterCard network are authorized in real time as described above. They post around 8:00 p.m. Eastern Time each night in the order in which we receive them from our processor.
5. ATM and Debit-Card PIN transactions are authorized and posted in real time.
6. Teller transactions and transfers between your accounts are posted in real time.

You can avoid overdrawing your account by making a deposit or transferring funds to cover the overdraft before the business day ends and we start our nightly processing. Here are the cutoff times for some ways of making a deposit or transferring funds from another First County Bank account:

- At a branch before it closes
- At an ATM before 3:00 p.m. Eastern Time
- When transferring money on Online Banking, Mobile Banking, or using Zelle before 8:00 p.m. Eastern Time

If you deposit a check, this assumes we do not place a hold and the check is not returned. Additional cutoff times apply to other transfers, including transfers from non-First County Bank accounts. Please visit [www.firstcountyybank.com](http://www.firstcountyybank.com) for more information and service agreements.

### **3.8 Stop Payment Order**

You have the right to stop payment on any check drawn on your account that has not been paid or certified. An oral stop order lapses after 14 calendar days unless it is confirmed in writing within that period; a written stop order is effective for six months. Renewals must be made during the period that the stop payment order is effective and must be in writing. A written stop order, renewal, or revocation will be valid upon delivery to the Bank. In order to place a stop payment order, you must inform the Bank of the exact amount of the item, the payee, the number of the check and the number of the account. The Bank will not be responsible if the information you give is not correct or if you fail to give any other reasonable information regarding the item and the stop payment cannot be completed. The Bank is entitled to a reasonable period of time after you give a stop order to notify its employees. If the Bank recredits your account after paying a check over a valid and timely stop order, you agree to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist the Bank in legal action taken against that person later on. A release or cancellation of a stop order may be given by any person who is authorized to draw checks against the account. Stop payment orders on cashier's checks, certified checks or money orders are not permitted. The Bank has the right to impose a stop payment fee in request to all stop payment orders. The amount of the current stop payment fee will be posted at the Bank's offices and on a schedule of the Bank's current fees. The Bank may charge this amount against your account for each stop payment order. You agree that you are liable for any loss, cost or expense, including reasonable attorney's fees, incurred by the Bank in respect to stop payment orders. Further, you authorize the Bank to deduct any such loss, cost, or expense from your account without prior notice.

### **3.9 Stale and Postdated Items**

The Bank maintains the option to either pay or dishonor any stale check (i.e., more than six months old) upon presentation to the Bank. It is not recommended that you issue a postdated check (i.e., a check bearing a date later than the actual calendar date) as a means of withdrawal. You agree that the Bank will not be liable to you for charging your account before the indicated date on a properly payable but postdated check unless you notify the Bank that you have issued a postdated check. Oral notice concerning a postdated check lapses after 14 calendar days unless it is confirmed in writing within that period; written notice concerning a postdated check is effective for six months. Renewals must be made in writing during the period that the notice is effective and must be in writing. A written notice concerning a postdated check, renewal or revocation will be valid upon delivery to the Bank. Your notice must inform the Bank of the exact amount and date of the item, the name of the payee, the number of the check and the number of the account. The Bank will not be responsible if the information you give is not correct or if you fail to give any other reasonable information regarding the item and it is paid prior to the indicated date. The

Bank is entitled to a reasonable period of time after you give it notice concerning a postdated check to notify its employees. If the Bank re-credits your account after paying a postdated check over a valid and timely notice, you agree to transfer to the Bank all of your rights against the payee or other holder of the check and to assist the Bank in legal action taken against that person later on.

### 3.10 Responsibility for the Back of Checks

You agree that the Bank will not be liable to you because an item you deposit in your account is returned after the time set by applicable law if the delay in returning the item is caused by markings on the item in the space reserved for the depository banks endorsement that were made by you or a prior endorser. Similarly, you will be liable to the Bank for any loss or expense, including without limitation to reasonable attorney fees, it incurs because it is unable to properly return an item drawn on your account within the time set by applicable law where the delay in properly returning the item is caused by markings on the item in the space reserved for the depository banks endorsement that existed at the time you issued the item. The area limited for endorsements is approximately 1 ½ inches long on the reverse side of your check. This area is set by federal regulation. All endorsements must be made within the designated area. Endorsements made by you or others outside of the endorsement area may cause the check to be misread or misrouted. You agree to reimburse the Bank for any loss or expense incurred as the result of your failure or the failure of others to properly endorse a check.

### 3.11 Automated Processing of Items

You recognize that the Bank has adopted automated collection and payment procedures so that it can process the greatest volume of items at the lowest possible cost to all customers. These automated procedures rely primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, the Bank may disregard all information on the item other than the drawer's signature, the identity of the drawee bank, the amount of the item and any other information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. You agree to reimburse the Bank for any loss or expense it incurs because you issue or deposit an item containing such extra information. Furthermore, you agree that the Bank does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for the sight examination of items with a face amount below an amount specified by the Bank from time to time. You agree that to the extent such automated systems are consistent with general banking practice, their use will constitute ordinary and appropriate care and that the Bank will not be liable to you for forgeries or alterations not detected by such systems. You also agree that the exercise of ordinary care will not require detecting forgeries or alterations that could not be detected by a person or entity observing reasonable commercial standards.

### 3.12 Statements

The Bank will provide statements to you at the last address you have given us or by alternative means to which you have consented. You should carefully examine the statement and any supporting documents when you receive them. If you feel there is an error on the statement or that some unauthorized person has withdrawn funds from the account, the Bank should be notified immediately. The statement is considered correct unless you notify the Bank promptly after any error is discovered. Moreover, because you are in the best position to discover an unauthorized signature, an unauthorized endorsement or a material alteration, you agree that the Bank will not be liable for paying such items if (1) you did not exercise reasonable care in examining the statement and any supporting documentation or you have not reported forgeries or alterations to the Bank within 30 days of the mailing date of the earliest statement containing these items, (2) these items were forged or altered so cleverly (as by unauthorized use of a facsimile machine or otherwise) that the forgery or alteration could not be detected by a reasonable person, or (3) the forgery or alteration resulted from your negligence. You will not receive a copy of a check in situations where your check has been converted by the holder to an electronic funds transfer. For example, credit card companies, such as Visa or American Express, may not pass checks through banking channels but, rather, present a demand for withdrawal from your account electronically. In these instances, the Bank will not include cancelled checks in your statement. If your account is a joint account, statements will only be sent to one location even if the joint owners have separate mailing addresses. Check Imaging - Check imaging is a computer-generated image of the front of each check. If you have a checking account with check imaging, your statement will include images of all the checks and drafts presented for payment during your statement cycle. You authorize the Bank 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 checks requested at any time during the seven years after the items are deposited. A charge may be imposed for each copy. You agree that by retaining a copy, we have made the check available to you in a reasonable manner. After a reasonable period of time as determined by the Bank, the original items will be destroyed. If for any reason we cannot provide a copy of your check or satisfy your request by other means, we may be liable for no more than the face amount of the check or your actual damage, whichever is less.

### 3.13 Substitute Checks and Your Rights.

- *What is a substitute check?*  
To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This section describes rights you have when you receive substitute checks from the Bank. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.
- *What are your 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 think that the Bank withdrew the wrong amount from your account or that the Bank withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check 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 use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we receive your claim. The Bank may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.
- *How do you make a claim for a refund?*  
If you believe that you have suffered losses relating to a substitute check that you received and that was posted to your account, please contact us at P.O. Box 1415, Stamford, Connecticut 06904-1415. You must contact us within forty (40) calendar days of the date that the Bank 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. The Bank will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

#### The claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check; check number, the name of the person or entity to which you wrote the check and the amount of the check.

### 3.14 Joint Accounts

Each joint owner on an account may withdraw, by any means the Bank makes available, any or all of the funds on deposit, close the account, enter into special agreements regarding the account and stop payment on any check drawn on the account. Each joint owner guarantees the signatures of the other joint owners and authorizes the others to endorse checks for deposit if they are payable to any of the joint owners. Each joint owner also authorizes the Bank to exercise setoff and enforce its security interest in the entire joint account, even though only one of the joint owners is the debtor; these rights exist irrespective of who contributed funds to the joint account. Similarly, the Bank can enforce overdraft liability in the joint account against any joint owner individually. Garnishments, attachments or other liens against either or both joint owners are subject to the Bank's right of setoff and security interest. Notice provided by the Bank to any one joint owner is notice to all joint owners.

### 3.15 Setoff and Security Interest

If you ever owe the Bank money as a borrower, guarantor or otherwise, and it becomes due, the Bank has the right under the law (called setoff) and under this agreement (by which you grant the Bank a security interest in your deposit account) to use the money from your account to pay the debt. The Bank may use the money to pay the debt even if withdrawal results in an interest penalty or dishonor of checks. In the case of a partnership or joint account, each partner or joint owner agrees that the Bank may use the money in the account to satisfy any one of their individual obligations. Similarly, each partner or joint owner agrees that the Bank may use the money in the account to satisfy any one of their individual obligations. Further you are granting the bank a security interest in your account. The security interest granted by this Agreement is consensual and is in addition to the Bank's right of setoff. You agree that the Bank's right of setoff or its right to realize upon its security interest automatically arises in any instance in which an account in your name has been attached, garnished or otherwise subject to a lien, whether or not your obligation to the Bank is then in default. You agree that the Bank's right of setoff takes precedence and priority over any garnishment, attachment or other lien and, as a result, the Bank may first apply the funds in your account to satisfy all or a part of your obligation to the Bank before honoring the garnishment, attachment or lien.

### 3.16 Legal Process Against Account

If legal action, such as a tax levy, attachment, garnishment or the like, is brought against your account, the Bank may refuse to pay out any money from your account until the dispute is resolved. If your account is attached, garnished or otherwise subject to levy by lawful legal action, the Bank will not be liable to you for any sums it may be required to pay because of such attachment, garnishment or other levy, even if paying the money from your account leaves insufficient funds to pay a check you have written. If the Bank incurs any expenses including, without limitation, reasonable attorney fees in responding to an attachment, garnishment, levy, subpoena, or other legal process that is not otherwise reimbursed, it may charge such expenses to your account without prior notice to you. Any garnishment or other levy against your account is subject to the Bank's right of setoff and security interest.

### 3.17 Arbitration.

**ARBITRATION AGREEMENT** - You agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services First County Bank has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with First County Bank (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any First County Bank branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).**

This Arbitration Agreement evidences a contract in interstate commerce and shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court. This Arbitration Agreement shall survive each of the closing of your account, the termination or our relationship with you, and any bankruptcy to the extent consistent with applicable bankruptcy law.

1. **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
2. **Effective Date.** This Arbitration Agreement is effective upon the 31st day after we provide it to you ("Effective Date") unless you opt-out prior to the Effective Date in accordance with the requirements of the RIGHT TO OPT-OUT provision below. If you receive your statements by mail, then the Arbitration Agreement was provided to you when it was mailed. If you receive your statements electronically, then it was provided to you when you were sent notice electronically.
3. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive or other relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court, and it cannot be appealed. We shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if we prevail, then you will not be required to pay our attorneys' fees and costs. Nothing contained in this Arbitration Agreement shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
4. **Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT, UNLESS YOU OPT-OUT IN ACCORDANCE WITH THE REQUIREMENTS OF THE RIGHT TO OPT-OUT PROVISION BELOW.**
5. **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to

be unenforceable, the remaining provisions shall remain fully enforceable.

6. **Right to Opt-Out.** You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Account Agreement or your relationship with us. To opt out, you must notify us in writing of your intent to do so within 30 calendar days of the Effective Date. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is received by us in writing at:  
First County Bank  
Attn: Retail Banking Services  
P.O. Box 1415  
Stamford, CT 06904-1415

within such 30 day time period. Your notice of intent to opt out can be a letter that is signed by you or an email sent by you that states "I elect to opt out of the Arbitration Agreement" or any words to that effect and that identifies the account or accounts for which you are exercising your right to opt out.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

### 3.17 Other Adverse Claims

If the Bank receives notice of an actual or potential adverse claim to your account or the funds in your account, it may in its discretion refuse to pay out any money from your account for a reasonable period of time after receipt of notice of the actual or potential claim. Although the Bank reserves the right to refuse to pay out any money from your account if it has received notice of an actual or potential claim, the Bank may recognize any adverse claim if (1) the claimant provides the Bank with an acceptable bond indemnifying the Bank against any and all liabilities, losses, damages, costs and expenses that might be incurred by the Bank in connection with payment of the adverse claim and any resulting dishonored checks or other items; (2) the claimant has obtained an order from a court of competent jurisdiction in a case in which you are made a party and served with a summons; or (3) you act as a fiduciary for the claimant and the claimant gives the Bank an affidavit setting forth the nature of your fiduciary relationship and the facts upon which the claimant has reasonable cause to believe that you are about to misappropriate the funds. In the event of any dispute involving your account, you agree that you are liable to the Bank for any loss cost or expense, including reasonable attorney's fees, incurred by the Bank. You agree that any such loss, cost or expense may be deducted from your account without prior notice. In the event the Bank incurs an expense in copying, reproducing or otherwise dealing with your account in response to a subpoena, warrant or similar legal process, you are responsible for any such expense. You agree that any such loss or expense may be deducted from your account without prior notice.

### 3.18 Death or Incompetence

Neither a customer's death nor a legal adjudication of incompetence revokes the Bank's authority to accept, pay or collect items until the Bank knows of the fact of death or of an adjudication of incompetence and has a reasonable opportunity to act on it. Even with knowledge, the Bank may, for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

**3.19 Escheat Laws and Dormant Account Fee.** Under Connecticut State law, funds in dormant accounts may be turned over to the state (subject to escheat) as unclaimed property. The State of Connecticut deems your account to be dormant and subject to escheat if you do not make any deposits to or withdrawals from the account for a period of three (3) years or otherwise notify the Bank (and confirm in writing) your intention to maintain the account. In the event you die without leaving a will, have no surviving heirs and no legal claim is otherwise made to your account, the funds in your account may be turned over to the state where the Bank is located, under applicable law. You agree that the Bank is not responsible for any funds transferred pursuant to state and federal laws or regulations and the Bank's internal procedures in complying with these laws or regulations. We will charge you a Dormant Account Fee after your account has been dormant for 12 rolling consecutive calendar months. For purposes of the Dormant Account Fee "dormant" means that you have not made a customer initiated transaction in the account (deposit or withdrawal which may include an account transfer) in a rolling consecutive 12 calendar month period. The dollar amount of the Dormant Account Fee and the frequency with which the Dormant Account Fee is charged is disclosed in the Consumer Deposit Account Schedule of Charges and/or Business Deposit Account Schedule of Charges as is applicable to your account. A dormant account also remains subject to applicable account fees and service charges which means that you may be charged a Dormant Account Fee and will also continue to be charged (for example) a Maintenance Service Charge and/or other applicable account fees or charges as listed in the Deposit Account Schedule of Charges applicable to your account. The Dormant Account Fee does not apply to the MyChoice Checking Account. For security reasons, you understand and agree that we may, at our sole discretion and without liability, refuse a withdrawal or transfer from an account that we have internally classified as inactive or dormant.

### 3.20 Transfer of Ownership

Although checks drawn on your account are negotiable, the account itself is not. Accounts are not transferable except on the Bank's books and records. In order to transfer title or to pledge the account as collateral for a loan from someone other than the Bank, a written request must be provided on a form approved by the Bank. If ownership is to be transferred, the Bank may require that the account be closed, and a new account opened. Any pledge of the account to a third party remains subject to the Bank's right of setoff and security interest.

### 3.21 Service Fees and Charges

You agree to pay any service fees and charges that apply to your account. Service fees may include, but are not limited to, charges for check printing, check writing, stop payment orders, notices of post-dated items, cashiers checks, overdrafts, and insufficient funds checks. These fees, which the Bank will always make reasonable in amount, help the Bank cover the cost of transaction in your account. For a complete list of fees and charges see the Schedule of Charges disclosure for your account type; i.e., Business or Consumer, on our website at [www.firstcountybank.com/online-disclosures](http://www.firstcountybank.com/online-disclosures). If your account is subject to a limited time promotional fees and charges arrangement, at the end of the promotional period fees and charges will apply to your account in accordance with the Schedule of Charges then in effect. Any fees may be deducted from your account without prior notice to you. The Bank will not be liable for dishonoring checks or other withdrawal orders because of insufficient funds resulting from proper deduction of fees. A schedule of the Bank's current charges is given to you when you open an account and is available at our banking offices. Service fees and charges are subject to change from time to time at the Bank's discretion. Notice of any changes will be sent to you as may be required by applicable law at the address shown on the Bank's records or posted at the Bank's offices. A reasonable period of time will be given before any changes become effective.

### 3.22 Disputes Involving the Account

Subject to the arbitration provision above you agree to be liable to the Bank for any loss, costs or expenses, including reasonable attorney fees, to the extent permitted by law, that the Bank incurs as a result of any dispute involving your account, and you authorize the Bank to deduct any such loss, costs or expenses from your account without prior notice to you. This obligation includes disputes between you and the Bank involving the account and situations where the Bank becomes involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner or a third party takes action with respect to the account that causes the Bank, in good faith, to seek the advice of counsel, whether or not the Bank actually becomes involved in a dispute.

### 3.23 Disclosure of Information

The Bank respects your right of privacy. Information about your accounts or any transaction between you and the Bank will not be disclosed to third parties except in accordance with the law.



### **3.24 Internet Gambling**

UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED. If you are a commercial customer, the bank will require certification that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement. The Bank will make a reasonable effort to ascertain at account opening if an account is involved with Unlawful Internet Gambling and will not knowingly open and maintain any account for these purposes. If the bank has actual knowledge of an account being utilized for Unlawful Internet Gambling, the account will be closed. In addition to closure of the account, discovery of restricted and unlawful gambling will initiate the filing of required documentation with the proper authorities.

### **3.25 Other Information on Your Account**

The Bank may refuse any withdrawal or transfer request for an amount less than any minimum or that exceeds any frequency limit. If the customer repeatedly abuses these account limits, the bank may close the account. The Bank may give you notice requiring you to withdraw the entire amount in your account standing in your name. Such notice will also advise you that the Bank reserves the right, after the date specified in the notice, not to make any payment on any checks drawn on your account, and after the date specified, the Bank may not be obligated to make any payment from the account except for the purpose of closing the account. The Bank reserves the right to refuse accounts at its discretion. The Bank can require proper identification for any withdrawal or large currency transactions for your account. The Bank may require that you give at least thirty (30) days written notice to withdraw funds from any savings instrument. The Bank may require that you make withdrawals in person only at the office where you opened the account.

## **PART 4 – SPECIAL RULES FOR INTEREST-BEARING ACCOUNTS**

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Interest-bearing accounts are subject to the general rules governing deposit accounts set forth in Part 3 of this Agreement. These accounts are also subject to certain additional special rules set forth in this Part 4. Special rules concerning certificates of deposit are set forth in Section A of this Part 4, and special rules for all other interest-bearing accounts (such as savings, money market deposit and NOW accounts) are set forth in Section B of this Part 4.

### **SECTION A**

#### **4.A.1 Term of Deposit**

The term of your certificate of deposit (CD) maybe reflected on the face of the CD. You are required to maintain your CD with the Bank for that period of time. CDs generally have terms of a few months to several years. CDs with very short or very long terms may be issued at the Bank's discretion.

#### **4.A.2 Interest Rates**

Interest rates offered on new CDs vary from time to time at the Bank's discretion. A disclosure with the current interest rate and annual percentage yield for this account was provided to you at account opening. Current rate information is available in the Bank's offices. Unless otherwise stated on the face of the CD, the rate of interest paid on a CD does not vary during its term.

#### **4.A.3 Interest Payment Options**

The frequency with which the interest earned on your CD is paid varies depending on the term of the CD and will be designated on your Account Disclosure. The interest earned may be added to the CD, credited to another of your accounts with the Bank, or paid to you by check. If, at your option, the earned interest is added to the CD, it will earn the same interest rate that is being paid on the principal of the CD. If your CD does not automatically renew, interest will not be earned past its maturity date.

#### **4.A.4 Early Withdrawal Penalty**

By purchasing a CD, you are contracting to keep the funds on deposit for a fixed period of time. In the event of withdrawal of all or any portion of a CD before its stated maturity date, an early withdrawal penalty will be imposed. The amount of the early withdrawal penalty varies with the term of the CD and the amount withdrawn. Information concerning the penalty is disclosed on a separate notice given to you when you purchase a CD. Early withdrawal penalties will normally be deducted from the interest that has accrued on the CD. However, a reduction in the principal sum of the CD may be required if a sufficient amount of interest has not accrued at the time of the withdrawal to pay the full amount of the early withdrawal penalty. The Bank makes no expressed, or implied agreement to pay a CD prior to its stated maturity. Consent by the Bank to pay a CD before maturity may be given only at the time you make a request for early withdrawal and are solely within the Bank's discretion. No early withdrawal penalty will be imposed for early withdrawal if an owner of the CD is declared legally incompetent. Similarly, if an owner of the CD dies, no early withdrawal penalty will be assessed for early withdrawal if the request is made prior to the first renewal following the owner's death.

#### **4.A.5 Limits on Negotiability and Transferability**

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

#### **4.A.6 Renewal**

The Bank issues two types of CDs: (1) automatically renewable CDs and (2) CDs that do not automatically renew. The type of CD you purchase will be designated on your Account Disclosure. If your CD does not automatically renew, no interest will be earned after its indicated maturity date. If your CD is automatically renewable, it will renew at each maturity date for the period of time indicated on your maturity notice. The interest rate for the renewal period will be the same rate offered by the Bank on the maturity date for new CDs of like amount that have the same term as the original CD. You can prevent an automatic renewal by giving the Bank written instructions to the contrary on or before the maturity date, by presenting the CD for payment on or within five calendar days after the maturity date. The Bank may call an automatically renewable CD for payment at the end of the original term or at the end of any renewal term. If called, the CD and any earned interest that has been added to it for compounding will stop earning interest on the effective date of the call.

#### **4.A.7 Notices of Maturity**

The Bank will mail you a notice before the maturity date of your CD advising you of the upcoming maturity date and the options that are available to you.

### **SECTION B**

#### **All Other Interest-Bearing Accounts**

Interest-bearing accounts are subject to the general rules governing deposit accounts set forth in Part 3 of this Agreement. These accounts are also subject to the following special rules.

#### **4.B.1 Interest Rates**

The rate of interest paid on all interest bearing accounts is subject to change from time to time at the Bank's discretion. Information concerning the computation and rate of interest paid on each type of interest-bearing account offered by the Bank and changes in those rates of interest is set forth in a

separate Rate Chart or posted at the Bank's offices. The current rate of interest being paid on each type of account is posted at the Bank's offices and can also be obtained by calling (203) 462-4300. Any change in interest rates becomes effective on the day the new rates are posted at the Bank's offices.

#### 4.B.2 Prior Notice of Withdrawal

The Bank reserves the right to require you to give seven days prior written notice of any intended withdrawal from an interest-bearing account other than a time deposit. However, the Bank does not currently require such a notice, and any decision to require such a notice will be made in a nondiscriminatory manner and in accordance with applicable regulations.

#### 4.B.3 Limits on Transfers

There are limits on the number of transfers or withdrawals we may process on certain deposit accounts. No more than six (6) transfers or withdrawals that are preauthorized, automatic, online, telephonic or by any means other than those made in person, may be made from certain savings accounts or money market deposit accounts to another account at the Bank or to a third party in any monthly statement cycle. If you violate the six (6) transfer or withdrawal limit three (3) times within a twelve (12) month rolling period, we will close your account and the funds in the account may be returned to you or transferred to your transaction account. Payments from money market accounts may be made by check, draft, debit card or similar order to third parties. There will be a \$15.00 money market service charge if you exceed three (3) checks in a monthly statement cycle. Refer to the "Consumer Deposit Account Schedule of Charges", "Business Deposit Account Schedule of Charges" or "Electronic Funds Transfer" section of your Account Disclosure for additional charges and/or fees, and limitations that may apply.

## **PART 5 – LANDLORD CHECKING ACCOUNT with Sub Accounts (CONNECTICUT ONLY)**

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As used in this Part 5, Landlord Checking Account with Sub Accounts, the words "you" and "your" refers to you as the Landlord (and Escrow Agent) entering into this Agreement. The words "we," "us," "our", and "Bank" refer to First County Bank. The word "Tenant" refers to a consumer person or business entity tenant from which you have collected and for which you wish to deposit and segregate a tenant security deposit. "Consumer" refers to an individual person that occupies the subject premises as a personal dwelling. "Commercial" means an individual or entity that occupies the subject premises for business purposes. "Tenant Security Deposit" refers to funds that you have deposited and any interest payable that belong to your tenant for the benefit of your tenant, in which you, as Landlord, have a security interest and are therefore holding in escrow. "Landlord Checking Account" refers to the checking account and any and all related savings accounts that are created as a result of your depositing a tenant security deposit, the "Sub Accounts". The Landlord Checking Account is a transaction account and associated sub-savings accounts (Consumer and/or Commercial Tenant Sub Account(s)), in which, at your direction, only tenant security deposit funds are segregated and maintained.

You acknowledge that the Landlord Checking Account is a business purpose account. By maintaining your Landlord Checking Account with us, you agree that your Landlord Checking Account will be bound by this Deposit Account Agreement and all other Agreements and Disclosures to which you have entered into and/or been provided, to the extent applicable. You will also be bound by the Bank's rules and State and Federal laws and regulations applicable to your Landlord Checking Account. The Consumer and/or Commercial Tenant Sub Account(s) will be used solely for the deposit of tenant security deposit funds.

You represent that you have provided the Bank with the following information on Bank forms or in a format acceptable to the Bank and that said information is true and accurate to the best of your knowledge: Landlord Name; Firm Name; Landlord and Tenant Tax Identification Numbers; Tenant Apartment/Unit/Store/Office number; Tenant Name; IRS W-9 Form on which the Tenant whose funds will be placed in the Landlord Checking Account has certified to the correctness of the Tenant Taxpayer Identification Number; and the Amount of the Tenant Security Deposit. You understand and agree that tenant security deposits are established and maintained by depositing funds to the Landlord Checking Account checking account and then transferred to and from the applicable associated savings Sub Account. Sub Account funds may be segregated and there is no limit to the number of Sub Accounts that may be associated with a Landlord Checking Account checking account. All deposits and changes are made at your direction and instruction. Deposits and/or changes made in any of our branch office locations to your Landlord Checking Account (including Consumer and/or Commercial Tenant Sub Account(s)), including requests for distribution of security deposit funds, will be submitted on Bank forms or in a format acceptable to the Bank, and signed and/or authorized by an authorized signer/administrator of the Landlord Checking Account.

You agree that all interest earned on the Consumer Tenant Sub Account is accrued for the benefit of and paid to the tenant, except for deductions you are lawfully entitled to make for damages to the rental premises or nonpayment of rent or forfeitures due to late payment of rent or by other State or Federal legal or regulatory reason. You are solely responsible for distributing interest paid as is required by applicable Local, State and Federal laws and regulations. You are wholly and solely responsible for meeting any and all obligations that arise of your relationship with the Tenant, including, but not limited to notice requirements, deposit limits, and the payment and/or return of any funds deposited with or paid by the Bank for the benefit of the Tenant. You further agree to indemnify the Bank and hold the Bank harmless against any and all loss, expenses, or damages that may arise from any claim for any failure whatsoever to return or pay any amount to which your Tenant is entitled including any Tenant security deposit funds of any Consumer and/or Commercial Tenant as well as the proper amount of interest paid in connection with any Consumer Tenant Sub Account. The Bank will maintain a record for each Tenant showing the amount of the original security deposit held in the Consumer and/or Commercial Tenant Sub Account(s), and the interest accrued thereon, as applicable. Requests for records are made by contacting the Customer First Contact Center (see the last page of this Deposit Account Agreement for contact information). The Bank will prepare applicable Internal Revenue Service ("IRS") interest paid reporting forms (FORM 1099 INT) and remit same directly to the Tenant account beneficiary at the address that you have provided. Current IRS regulations require interest to be reported as income in the year that it is credited.

## **PART 6 – FRAUD PROTECTION CHECKING and POSITIVE PAY SERVICES (BUSINESS ACCOUNTS ONLY)**

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Positive Pay is a cash management service used to help you detect check and ACH fraud. As referred to herein, Positive Pay includes check, ACH and/or reconciliation services. The monthly maintenance service charge for our Fraud Protection Checking account includes access to Positive Pay services. You acknowledge and agree that it is your responsibility to enable Positive Pay. To enable Positive Pay you must contact your local branch or our Cash Management department; your account will NOT be automatically enrolled for Positive Pay. Positive Pay is accessed through Business Online Banking so to use Positive Pay you must also have and maintain Business Online Banking. You will also be required to execute a separate additional written agreement for Positive Pay, the FIRST COUNTY BANK Business Online Banking ACCOUNT RECONCILIATION and POSITIVE PAY SERVICES AGREEMENT; it details your responsibilities in connection with Positive Pay which include but are not limited to providing us with transaction data and making transaction decisions within established timeframes and electronic formats. **You understand and agree that it is your responsibility to enroll in and use Positive Pay and you will be required to pay the monthly maintenance service charge for the Fraud Protection Checking account every month whether or not you have enrolled in or use any Positive Pay services.** Once you have enabled Positive Pay the Bank shall not be liable for any payments withheld in connection with performing Positive Pay services. Positive Pay is designed to help you to reduce the risk of undetected fraudulent activity on your deposit account(s) and it is reasonable under any circumstances for the Bank to require you to use our Positive Pay at your sole cost and expense upon our request. You agree that failure to implement the Positive Pay following the Bank's request that you do so, will preclude you from asserting any claim against us (Bank) for paying an unauthorized, altered, counterfeit or other fraudulent item that the Positive Pay Service (including Check Positive Pay and/or ACH Positive Pay) was designed to detect or deter, and we (Bank) will not be required to re-credit your deposit account(s) or otherwise be liable to Customer for paying such item(s).

## **PART 7 – FUNDS AVAILABILITY POLICY DISCLOSURE**

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### **Your Ability to Withdraw Funds at First County Bank.**

Our policy is to delay the availability of funds that you deposit in your account. During the delay, you may not withdraw the funds in cash, and we may not use the funds to pay checks that you have written.

### **Determining the Availability of a Deposit.**

The length of the delay is counted 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 on a business day to one of our employees while we are open, we will consider that day to be the day of your deposit. If you make a deposit on a day that is not a business day while we are open (for example, Saturday), we will consider that the deposit was made on the next business day we are open. If you make a deposit after closing or on a day while we are not open, we will consider that the deposit was made on the next business day we are open. If you make a deposit to a "proprietary ATM" (an ATM owned by the Bank that accepts deposits and located at a Bank branch) before 12:00 p.m., on a business day while we are open, we will consider that day to be the day of your deposit. If you make a deposit to a "proprietary ATM" after 12:00 p.m., or while we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

### **Same-Day Availability.**

Funds from the following deposits will be available on the day we receive the deposit.

- Electronic direct deposits
- Cash deposits made in person to one of our employees
- Wire transfers
- Checks drawn on FIRST COUNTY BANK if you make the deposit in person to one of our employees. (Exception: Next day availability in the case of a transaction involving multiple checks within a deposit.)

### **Next-Day Availability.**

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- Checks drawn on FIRST COUNTY BANK

If you make the deposit in person to one of our employees:

- State and local government check that are payable to you
- Cashier, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders, if these items are payable to you

### **Availability of Other Check Deposits.**

The Bank policy is to make deposited funds available based upon local check availability as follows:

*Checks deposited in person to one of our employees or at a proprietary ATM.*

The first \$225 from a deposit of checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a local check of \$700 on Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

*Longer Delays May Apply.*

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

*Holds On Other Funds.*

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited. We will notify you if we hold funds on any of your accounts to the extent required by applicable federal and/or Connecticut state law.

### **Special Rules For New Accounts.**

If you are a new customer, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfer, and the first \$5,525 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 payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Checks drawn on FIRST COUNTY BANK receive same-day availability (Exception: Next day availability in the case of a transaction involving multiple checks within a deposit). Funds from all other check deposits will be available on the seventh business day after the day of your deposit. If a customer requires information on the availability of deposited funds, they should contact a First County Bank Representative.

**CustomerFirst**  
CONTACT CENTER

Live assistance during business hours. For banking questions, online banking inquiries, general information, or to be directed to a First County Bank representative that will meet your needs, just call our CustomerFirst Contact Center Monday through Friday. (excluding holidays) from 8:30 a.m. to 4:30 p.m.

Telephone: (203) 462-4400

Fax: (203) 462-4413

**24-hour touch tone banking system**

203.462.4300

**Contact us by mail**

First County Bank  
CustomerFirst Contact Center  
117 Prospect Street  
Stamford CT 06901

**Contact by e-mail:**

[customerfirst@firstcountybank.com](mailto:customerfirst@firstcountybank.com)

**Lost/Stolen Debit Cards or ATM Cards**

833-462-0798

**Debit Card or ATM Card Transaction Disputes**

833-462-0798

[www.firstcountybank.com](http://www.firstcountybank.com)

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