

AGREEMENT – This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the Account Agreement or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and Fee Schedule if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the law of the state of Connecticut (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permit variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the Account Agreement for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY – You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the Fee Schedule. You authorize us to deduct these fees directly from the account balance as accrued. You will pay any additional reasonable fees for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

DEPOSITS – We will give only provisional credit until collection is final for any items, other than cash, we accept for

deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U. S. Dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

If we credit your account or allow you to withdraw the amount of a deposited check and it is returned to us unpaid or we receive a notice of non-payment of the check, we have the right to take the amount from your account or to obtain a refund by any method we deem proper, including the exercise of our right of set-off. If the amount of available funds in your account is less than the amount of the check, you are required to pay us the balance.

ENDORSEMENTS – You agree that all endorsements on any check you deposit to your account will be made in the area designated for endorsements on the reverse side of the check. You agree that you are liable for any loss resulting from a failure to comply with this requirement.

WITHDRAWALS – Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the Account Agreement may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the Account Agreement to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the Funds Availability Policy for information about when you can withdraw funds you deposit. For those accounts for which our Funds Availability Policy does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

IDENTIFICATION – We can require proper identification for

any withdrawal from any account and to open an account.

LANDLORD TENANT ACCOUNTS – If you are a landlord who has opened an account to hold a tenant's security deposit, the account will be opened as an Escrow Account with you as the Escrow Agent. You must provide us with the tenant's taxpayer identification number and an IRS W-9 form completed by the tenant to certify that his/her taxpayer identification number is correct. You agree to pay the tenant the interest, except for deductions for damages to the rental property or nonpayment of rent or late payment of rent that you are entitled to by law. In New York, landlords are also entitled to receive, as administration expenses, up to one per cent per annum which will be deducted from the interest earned on the Escrow Account. You agree to indemnify and hold us harmless against any loss, expense, or damages that may arise from any claim that you, as escrow agent, failed to pay the proper amount of interest earned on the account to the tenant.

BUSINESS ACCOUNTS – Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

TAX IDENTIFICATION NUMBER – We may require that you apply for a taxpayer identification number for any account that you open on behalf of a trust or other separately taxable entity.

ADDRESS - You must inform us immediately, in writing, of any change in your address. Unless you do so, we may continue to mail statements and any other notices to your address as it appears on our records.

FACSIMILE SIGNATURES – You agree that we may pay, and charge your account for, all checks and orders bearing the facsimile signature(s) of the person(s) required to sign such checks and orders, if such facsimile signature(s) resemble the facsimile signature(s) you have designated, regardless of who placed the facsimile signature(s) on the checks or orders. Alternatively, we reserve the right to reject any check or orders that bears or appears to bear a facsimile signature.

STOP PAYMENTS – Any account owner or Authorized Signer on your account may initiate a stop payment request on checks drawn on your account that we have not paid. You may initiate a stop payment request by notifying us in person, by mail, by telephone, or by such other methods that we may make available to you from time to time. The individual who initiates the stop payment request does not need to be the individual who drew the check that s/he is now requesting to be stopped. Any account owner or Authorized Signer may instruct us to release or cancel a stop payment order, even if s/he is not the person who initiated the stop payment request. For us to be able to enter a stop payment, you must tell us the exact amount of the check (dollars and cents), the check number, date of check, payee and the full account number on which it is drawn. If the information you give us is not correct or if you do not give us other reasonable information requested about the check, we will not be responsible if we are not able to affect the stop payment. We also cannot be responsible if we are not able to

identify the proper check because you have issued more than one check with the same serial number. If you generate your own checks using a computer or in any other manner which does not produce a magnetically-encoded check number on the check, we will be unable to guarantee that your stop payment request will be honored. You therefore agree to indemnify and hold us harmless should we be unable to honor a stop payment order which you have timely and correctly placed on a check with no magnetically-encoded check number.

You must give us sufficient notice of your stop payment request so that we have a reasonable opportunity to act on your request. Your stop payment request will only be considered effective once we have had a reasonable opportunity to verify that the check has not been paid. You may not request a stop payment if we have accepted or certified the check, paid the check in cash, made final payment on the check, or otherwise become accountable for the check under check clearinghouse rules, agreement, or Applicable Law.

If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to transfer to us all of your rights against the payee or other holder of the check, and to assist us in any legal action taken against that person.

A stop payment order is valid for six (6) months, but it lapses after fourteen (14) calendar days if the original request for the stop payment order was oral and not confirmed in writing with us within that period. You may renew your stop payment order for an additional six (6) months by writing to us prior to the expiration of the existing stop payment. The fee for stopping payment is found in the Fee Schedule, as may be amended from time to time.

You are not permitted to place stop payment orders on cashier's checks or official checks "Treasurer's Check". If you lose a Treasurer's Check, or if such an item has been stolen or destroyed, we may require you to provide a declaration of loss and affidavit and to comply with other procedures that we may have before we re-issue the item. We may require that you wait ninety (90) calendar days before honoring your claim and we will not be liable to you if such an item is cashed prior to the expiration of the ninety (90) calendar day period.

TELEPHONE TRANSFERS – A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings or money market accounts to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION – We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time and tender the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

STATEMENTS – You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or

alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending upon whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signature, alterations, forgeries, or any other errors (such as an encoding error) in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

ACCOUNT TRANSFER – This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS – If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

SETOFF – We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply to this account if prohibited by law, for example if the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

SERVICE OF PROCESS – If we receive a court order, levy, garnishment, execution or other similar legal process (all of which we call "legal process") concerning the funds in your account, we may place a "hold" on the funds in your account for the amount stated in the legal process. We may also hold funds in *your* account if we reasonably believe we may suffer a loss. A "hold" means you may not withdraw funds and we will not pay checks out of the funds subject to the "hold". We may also surrender the funds in your account as required by any legal process. We will not be liable if these actions cause checks to be returned for insufficient funds. We may also assess and debit from your account any applicable Legal Papers Process Fee as set forth in the Fee

Schedule that may be assessed as a result of the legal process in accordance with applicable law.

CHECK LEGENDS AND RESTRICTIVE ENDORSEMENTS –

Legends or notations placed on checks such as "not valid after 60 days" or "not valid over \$1,000" are ineffective and will be processed by us without regard to such legends or notations. Similarly, any conditional or restrictive endorsements or other notations found on checks are ineffective and will be processed by us without regard to the endorsement or notation. We may pay checks with such legends, endorsements, or notations even if the restriction or other conditions have not been met. We are not liable to you or any other party for any Losses that result from the placement of these restrictions or other notations on your checks, or from our disregarding them

CHECK PROCESSING – We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the items are properly completed, signed and endorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write.

When processing items drawn on your account, our policy is to pay items in the order in which they are presented to us for payment. If, at the end of any given day two (2) or more checks are presented for payment against your account we will then pay those items in numerical check number order, starting with the lowest check number. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item or return the item. Either method may result in a Fee. Please see our Fee Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks and drafts without sufficient funds and incurring the resulting fees.

CHECK CASHING – We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances.

REMOTELY CREATED CHECKS – If you provide the Bank's routing and transit number and your account number to a third party over the phone (such as a telemarketer) or via the Internet, you authorize us to debit from your account the amount(s) of one or more Remotely Created Checks. A Remotely Created Check is a check created by the third party that, although it does not bear your signature, purports to be drawn on your account with your authorization. Although we are authorized to honor such Remotely Created Checks, we are not obligated to do so and we may refuse to honor any such Remotely Created Checks in our sole discretion. We may return such Remotely Created Checks even if we have honored similar Remotely Created Checks in the past. You agree that we are not liable to you for any losses that may result from

either honoring or dishonoring any such Remotely Created Checks drawn on your account.

ACH AND WIRE TRANSFERS – This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we received a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

You agree that upon authorization, a wire transfer is irrevocable and that the sole obligation of the Bank is to exercise ordinary care in the processing of wire transfers and that we are not responsible for any losses or delays which may occur as a result of any other party's involvement in processing the wire transfer.

REGULATION GG – PROHIBITION ON FUNDING OF UNLAWFUL INTERNET GAMBLING – You agree to use your Account(s) for lawful purposes, and will not use your Account(s) for any unlawful or illegal purposes including, but not limited to, unlawful Internet gambling transactions of any sort (online gambling), and any betting transactions including the unlawful purchase of lottery tickets, casino chips, or off-track betting and wagering. The Bank reserves the right to block all such transactions. However, in the event that such a transaction is approved and processed, you will still be liable for any associated fee or charge.

RULES GOVERNING BUSINESS ELECTRONIC TRANSACTIONS – Electronic Transactions include ATM, automated clearing house (“ACH”), business debit card, and online banking transactions made to or from your business deposit accounts with us (individually and collectively the “Electronic Transactions”).

SECURITY PROCEDURES – For the safety of your business and your deposit accounts with us, you should adopt commercially reasonable security policies, procedures and systems that govern the products and services you use to initiate Electronic Transactions. These policies and procedures should address both the safeguarding and care of your account information and limit the ability to conduct Electronic Transactions on your behalf only to those individuals that you authorize. If you directly or indirectly provide someone with the ability to access our e-Banking Service or use your business debit card we will consider those transactions to be authorized by you even if that individual exceeded the scope of your authorization or conducted Electronic Transactions you did not intend or want (including Electronic Transactions that individual may initiate with fraudulent intent).

MONITORING OF ELECTRONIC TRANSACTIONS – You are in the best position to discover errors or issues with your Electronic Transactions and you are responsible for monitoring them. If you believe there is an error with your Electronic Transactions, or if you believe an Electronic Transaction may be unauthorized, you must notify us within ten (10) calendar days after (a) you become aware of the error or unauthorized transaction, or (b) we provide you with a report or statement reflecting what you believe is an error or an unauthorized Electronic Transaction. If you fail to notify us within thirty (30) calendar days after we make a report or statement available, you understand that the Electronic Transactions reflected on that report or statement will be deemed to have been properly authorized and we will have no liability to you with respect to any error or problem involving such Electronic Transactions.

IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC TRANSACTIONS – Telephone us at 860.596.2444 or write us at the address shown below immediately if you think your statement, receipt or any report that we provide to you is wrong, or if you need more information about an Electronic Transaction. We must hear from you within the time frames provided above.

In your letter, please provide the following information:

- Your name and account number;
- The dollar amount of the suspected error;
- Describe the error or Electronic Transaction you are unsure about, and explain why you believe there is an error.

Mailing address:

Salisbury Bank and Trust Company
Attention: Customer Support
P.O. Box 757
Canaan, CT 06018-0757

We will investigate your inquiry promptly and notify you of our findings. We will only be obligated to correct any errors or unauthorized Electronic Transactions that are due to our gross negligence, willful misconduct or bad faith. In such event you may recover the amount of your actual damages, but you will not be able in any event to recover any consequential, special or indirect damages that you may suffer due to the error or unauthorized Electronic Transaction.

SPECIAL RULES FOR BUSINESS DEBIT CARD TRANSACTIONS – Unless the MasterCard® Zero Liability Policy applies (as discussed below), you are liable for ALL Electronic Transactions made using your business debit card, including those you did not authorize. You must tell us AT ONCE if you believe your business debit card and/or personal identification number (“PIN”) has been lost or stolen. You could lose all the money in your business deposit accounts linked to your business debit card (in addition to your available overdraft line of credit). If your business debit card and/or PIN is lost, stolen, or used without your permission, you agree to notify us immediately, and to promptly confirm such notice in writing.

Under the MasterCard® “Zero Liability Policy” you may not be liable for unauthorized transactions made using your Business Debit MasterCard® providing you (1) exercise reasonable care in safeguarding the card from the risk of loss or theft and (2) notify us within the time frames listed above. We will extend provisional credit to you for any such unauthorized Transactions within five (5) days of your notification to us of such an unauthorized use.