



BUSINESS DEPOSIT CONTRACT

"Bank" "we", "us" or "our" means DR Bank. "Depositor" "you" or "your" refers to the Depositor listed on the signature card for an account.

1. GENERAL PROVISIONS

- 1.1 AGREEMENT.** By signing the signature card or depositing funds into an account, the Depositor agrees to the rules in this agreement for that account. Depositor also agrees that Bank and Depositor have all rights given by law. Unless Depositor is a sole proprietorship, Depositor agrees that a certified deposit account resolution listing authorizing signatories to the account has been delivered to the Bank at the time the account was opened.
- 1.2 DEPOSITS.** An unsigned endorsement "for deposit" or words of similar intent shall be sufficient authority for Bank to accept items for deposit to an account of Depositor if Depositor is the payee of the item. The Bank may decline to accept certain items, (e.g., foreign checks) for deposit, but the Bank may, in its discretion, attempt to collect such items, and will deposit amounts collected in the Depositor's account. In receiving items for deposit or collection, the Bank assumes no responsibility beyond the exercise of ordinary care. The Bank may waive presentment, notice of dishonor and protest as to all items received for deposit and may supply the endorsement "for deposit". All items are credited subject to final payment in cash or solvent credits and may not be drawn against by the Depositor unless available for withdrawal as set forth in the Funds Availability Policy. Bank may charge back any item, whether drawn on this or any other bank, and any funds transfer through an Automated Clearing House, at any time before final payment. Bank will not be liable for default or negligence of its duly selected correspondents nor for losses in transit and each correspondent so selected shall not be liable except for its own negligence.
- 1.3 CHARGES.** Charges for maintenance and service of an account, whether active or dormant, may be deducted from the account in accordance with the Bank's schedule of charges applicable from time to time. The Bank shall not be liable for dishonoring items when the deduction of such charges results in there being insufficient funds in the Depositor's account to honor such items.
- 1.4 INSUFFICIENT OR UNCOLLECTED FUNDS.** (a) DR Bank does not charge an Insufficient Funds fee if you do not have enough available funds in your account to pay a check or ACH transaction on your account. (b) We will determine in our sole discretion whether to pay an item presented for payment if your account does not contain sufficient available funds. If we do pay an item for which there are insufficient or uncollected funds, we will send you a notice disclosing the overdraft amount. You agree to pay the amount of the overdraft. (c) You will be subject to a returned check fee for any check deposited to your account which is not honored and is returned to us. We will generally redeposit one time any check deposited to your account which is returned to us, but we are not obligated to do so.
- 1.5 TERMINATE.** The Bank reserves the right to terminate the account without notice to the Depositor at any time. The Bank will endeavor, however, to give the Depositor as much notice as is reasonably feasible under the circumstances.
- 1.6 STOP PAYMENT.** In the event the Bank is requested to stop payment on an item by any person listed as an authorized signatory on the deposit account resolution currently on file with Bank, Depositor agrees to confirm any oral request to Bank in writing within ten days and to hold Bank harmless for all expenses and costs incurred by Bank refusing payment of said item, and further agrees not to hold Bank liable on account of payment contrary to this request if such payment occurs through inadvertence, accident or oversight or upon failure to confirm an oral request in writing, even if by reason of such payment other items of Depositor are returned due to insufficient funds. Any inaccurate information furnished by the Depositor to Bank with respect to a stop payment request will render the request invalid.



1.7 LEGAL PROCESS. Should Bank receive any process, summons, order, injunction, execution, distraint, levy, lien or notice (hereafter called "process"), which in Bank's opinion affects an account, Bank may, at its option and without liability, refuse to honor orders to pay or requests to withdraw sums from such account and may either hold the balance herein until the process is disposed of to Bank's satisfaction, or pay the balance over to the source of the process. Bank may also hold funds in Depositor's account if Bank reasonably believes it may sustain a loss pending the resolution of any dispute, claim, or investigation concerning Depositor's account. A hold means no withdrawals will be permitted from the account and no checks will be paid out of the funds subject to the hold.

1.8 RESTRICTIONS UNDER THE UNLAWFUL INTERNET GAMBLING. ENFORCEMENT ACT. In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our Institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments, or other proceeds from another person in connection with unlawful Internet gambling.

1.9 RIGHT OF SET-OFF. Bank may, to the extent permitted by law, apply all or any part of the funds in an account of Depositor to the payment of any debt owed by the Depositor to Bank and Bank shall not be liable for dishonoring items when the exercise of this right of set-off results in there being insufficient funds in the Depositor's account to honor such items.

1.10 AUTHORIZED SIGNATURES. For purposes of withdrawal and other account matters, Bank can honor any check, draft or order signed in accordance with the deposit account resolution authorizing the establishment of an account, including such as may be drawn to the order of the person signing the same. The Bank has no obligation of inquiry as to the circumstances of the issuance or use, application or distribution of any instrument or the proceeds thereof. Bank may pay all checks, drafts and orders bearing or purporting to bear the facsimile signature of the person or persons required to sign the same when such signatures resemble a facsimile specimen designated by Depositor, regardless of by whom or by what means the actual or purported facsimile signature(s) may have been affixed to such checks, drafts, or orders. Until revocation in writing is received by Bank, Bank shall be entitled to presume that the signatories listed in the deposit account resolution authorizing the establishment of an account, remain authorized to sign checks, drafts, and other orders for the payment of money.

1.11 IDENTIFICATION. Bank can require proper identification for any withdrawal from the account.

1.12 AMENDMENTS. The Bank reserves the right to amend this agreement at any time.

1.13 TAX IDENTIFICATION NUMBER REQUIRED. If the Depositor refuses to give the Bank a correct taxpayer identification number for the account, the Bank can decline to open the account. If the number the Depositor provides is incorrect, the Bank can take from the account any charges of the Internal Revenue Service ("IRS") which result from this error, as allowed by law. Bank may also be required by federal law to withhold part of any interest earned and pay it to the IRS. If this occurs, Bank will report the amount withheld to Depositor and the IRS.

1.14 STATEMENTS. Unless the Depositor notifies the Bank of a change of address in writing, Bank may continue to mail statements to Depositor's address as it appears on Bank's records. At the end of the statement period applicable to accounts for which periodic statements are provided, the Bank will send the Depositor a statement of the account. The Depositor has 30 days from the time Bank mails the statement to notify Bank of any forgeries or errors. If the Depositor does not notify the Bank, the Bank will presume its records are correct.

1.15 FORMS

- a) The Bank can require the Depositor to use Bank's forms for making deposits, withdrawals and any other account matters.



b) Bank can require that Depositor use only checks we have approved for account use. The only checks we have given our prior approval to are the ones offered to Depositor by the Bank's approved vendor. If the Depositor uses a check Bank has not approved Bank may refuse to pay the check and charge the depositor a fee.

1.16 COLLECTION CHARGES. The Bank reserves the right to charge Depositor for Bank's costs of collection, including reasonable attorney's fees in connection with obtaining reimbursement for overdrafts, checks deposited to Depositor's account which Bank cannot collect, as well as accounting errors in Depositor's favor.

1.17 ENFORCEMENT OF OUR RIGHTS. The Bank can choose not to enforce or to delay in enforcing any rights under this agreement without losing them in the future.

1.18 POSTDATED CHECKS. Bank has the right to charge against the Depositor's account any payment made on a postdated check before the date on the check, unless the Depositor has given Bank notice of the postdated check. Unless such notice describes the check with reasonable certainty, or if Bank does not have a reasonable opportunity to act on the notice, Bank will not be liable for payment of the check before the date on the check or if such payment causes other checks to be good for insufficient funds. A notice of a postdated check will never be good beyond the date on the check. An oral notice of a postdated check is good for no longer than 14 days unless we receive a written confirmation from you within that time. A written notice of a postdated check is good for no longer than 180 days, but you may renew it by a written notice we receive before it expires. A postdated check fee will be charged for each postdated check as shown on the Bank's Schedule of Fees.

1.19 OVERCREDITED ACCOUNT. If the Bank credits Depositor's account for an amount in excess of the checks or funds actually received for deposit, we may take the excess from Depositor's account without prior notice to Depositor.

1.20 ENDORSEMENTS. Depositor agrees that all endorsements on any check deposited to Depositor's account will be made in the area designated for endorsements on the reverse side of the check. The Depositor is liable for any loss resulting from a failure to comply with this requirement.

1.21 RIGHT TO CLOSE ACCOUNT. The Bank reserves the right to stop offering any particular type of account and to close the Depositor's account any time. The Bank will mail a check for the collected balance within a reasonable time after closing the account.

1.22 PAYMENT OF CHECKS. The Bank will pay checks drawn on Depositor's account and other charges (such as ATM withdrawals, bank fees, and preauthorized transfers) that are presented for payment on a banking day in any order. If there are not available funds in the account to pay all of the checks and other charges against the account (such as ATM withdrawals, bank fees, and preauthorized transfers) presented on a banking day, we may decide to return the items. You are responsible to cover any items that overdraw the account.

1.23 NOT TRANSFERABLE. The depositor's account is not transferable to anyone, except on the Bank's books. Depositor may not pledge or transfer the account without the Bank's consent. This does not affect a transfer occurring by operation of law, such as upon bankruptcy or as the result of a court order.

2 PROVISIONS RELATING TO SPECIFIC TYPES OF ACCOUNTS

2.1 STATEMENT SAVINGS, AND MONEY MARKET ACCOUNTS. The Bank will send the Depositor a monthly statement for the account. If Depositor also maintains a checking account with Bank, Bank may send Depositor a monthly combined statement. To withdraw funds from a statement savings or money market account, the Depositor must present a signed withdrawal slip in person or by mail, or if applicable, may withdraw funds through an automatic teller machine. Statement Savings accounts: No more than six (6) preauthorized or telephone transfers are allowed from this account, per statement cycle, none of which may be by check, draft, debit card (POS) or similar order payable to third parties. Money Market Accounts: May make up to six (6) preauthorized or telephone transfers per



statement period. Preauthorized transfers may be made by check, draft, Point of Sale transfers or similar order made by you and payable to third parties.

2.2 LIMITATIONS ON PREAUTHORIZED TRANSFERS. Preauthorized or automatic transfers made to pay loans Depositor has with Bank are not counted as part of the six transfers we can permit Depositor to make. The Depositor can make any number of withdrawals or transfers to another account Depositor maintains with Bank if made in person or by mail or, if applicable, through an automated teller machine. If the Depositor exceeds these limits on more than an occasional basis, the Bank may be required to close the account, take away the account's transfer or draft capacities, or convert the account to a Checking Account.

2.3 INTEREST PAYMENTS. Savings and money market accounts are variable rate accounts. This means that, at its discretion, the Bank may change the interest rate(s) and resulting annual percentage yield on an account at any time without prior notice to the Depositor. At its discretion, the Bank may base the interest rate on an Index, and in that case the Bank will tell you what Index it is using at account opening. At its discretion, the Bank may stop using the Index or change the method of calculating interest on the account at any time.

2.4 CERTIFICATE OF DEPOSIT ("CD").

- a) **The Term.** A CD is a type of deposit which requires you to leave money in the account for a certain period of time (called the "term"). CDs are subject to substantial penalties for early withdrawal. These penalties are described in the section below, entitled "PENALTY FOR EARLY WITHDRAWAL OF CDs". When a CD account is established, the Depositor may select any term that we currently offer, as described in our current schedule of interest and charges stated in a whole number of days from a minimum of seven (7) days up to the maximum offered.
- b) **Later Deposits.** Later deposits to CDs are not permitted.
- c) **Notice of Maturity.** Bank will send a notice of maturity for all CD accounts to Depositor's address on Bank's records.
- d) **Automatic Renewals of CDs.** If Depositor does not withdraw the funds from the CD account within 10 calendar days after maturity, the CD account will be automatically renewed as of the maturity date for a similar term at the rate of interest we are then offering on CDs of that maturity. If the Depositor elects against automatic renewal of a CD, Depositor must give Bank instructions. The Depositor must direct Bank (1) to renew the CD for a term which Depositor specifies, and which Bank allows, (2) to deposit the funds in another account you maintain with us, or (3) to mail you a check. Bank must get your instructions within ten (10) days after maturity. When properly renewed, your new CD will begin on the maturity date. If the account is closed during the 10-day period we do not pay interest from the maturity date until the date of withdrawal. If you elect against automatic renewal but you do not give us proper instructions within 10 days after maturity, the funds in the account will be left on deposit and will not earn interest until we receive proper directions from you. If, at the time of maturity Bank no longer offers a type of CD which is similar to your CD, and you do not instruct us otherwise, the funds in the account will be left on deposit and will not earn interest until we receive proper instructions from you. If the Depositor renews a CD or a CD is automatically renewed, all interest which is on deposit at the time of renewal will become principal of the renewed CD.
- e) **Non-transferable.** Depositor may not transfer a CD to anyone else except by transfer with our consent and reflected in our records and may not pledge a CD as collateral for a loan except with our consent.
- f) **Jumbo CDs.** At maturity the Bank will, on Depositor's instructions, deposit funds into a CD which we offer at that time, deposit the funds in another account you maintain with us, or mail you a check. If you do not give us instructions, the funds will be left on deposit and will earn no interest after maturity.
- g) **Penalty for Early Withdrawal of CDs.** If Depositor is a natural person operating as a sole proprietor or partnership, we will allow withdrawal from Depositor's CD account before maturity without penalty in the following events: (1) a court's declaration of Depositor's mental incompetence, and (2) Depositor's death. In all other cases, the Depositor cannot withdraw all or any part of your deposit without the Bank's consent. We can only give our consent at the time you ask to make a withdrawal. If we consent to a withdrawal, there is a penalty on the amount that you withdraw. For CDs with an originally scheduled term of three months or less, the penalty will be an amount equal to 30 days interest on the amount withdrawn at the rate being paid on the



deposit. For CDs with an originally scheduled term of more than three months but not more than seven months, the penalty will be an amount equal to 90 days interest on the amount withdrawn at the rate being paid on the deposit. For CDs with an originally scheduled term of more seven months but less than thirteen months, the penalty will be an amount equal to 180 days interest on the amount withdrawn at the rate being paid on the deposit. For CDs with an originally scheduled term of thirteen months up to and including twenty-four months, the penalty will be an amount equal to 270 days interest on the amount being withdrawn at the rate being paid on the deposit. For CDs with an originally scheduled term greater than twenty-four months up to and including sixty months, the penalty will be an amount equal to 360 days interest on the amount being withdrawn. We may take all or part of the penalty from the original deposit, if necessary.

2.5 CHECKING ACCOUNT. A Checking Account is a demand deposit account. That means the Bank reserves no right to require notice before withdrawal and permit unlimited numbers of transfers to third parties by check. Bank will pay no interest on a checking account.

2.6 NOW ACCOUNT. A NOW Account is a savings account upon which you can draw checks. The rules of savings accounts also apply to a NOW account. A NOW Account may be owned only by individuals for business or personal use or by certain governmental and non-profit organizations.

2.7 IOLTA AND IORETA ACCOUNTS. An "IOLTA" (Lawyer's Trust Account) is an interest-bearing savings account on which a Depositor can draw checks, established pursuant to Section 51- 81c of the Connecticut General Statutes or the successor thereto. All interest earned may be paid to an entity designated under rules adopted by the Connecticut Superior Court. An "IORETA" (Interest on Real Estate Trusts Account) is an interest-bearing savings account on which a Depositor can draw checks, established pursuant to Section 8-265f of the Connecticut General Statutes or the successor thereto. All interest earned on an IORETA account is paid to the Connecticut Housing Finance Authority.

2.8 LANDLORD TENANT SECURITY DEPOSIT ACCOUNTS. The Bank will send the Depositor a periodic statement for these Accounts. To withdraw from this Account, the Bank may require the Depositor to show the Bank proper identification and present a withdrawal order. No transfers of any type are permitted from or to these types of Accounts.

2.9 RESTRICTIONS ON WITHDRAWALS. The Bank has the right to require that the Depositor give us at least seven (7) days written notice to withdraw funds from a Savings Account and Money Market Account. The Bank would expect, except in unforeseen circumstances, to give advance notice of our intent to impose this requirement. We are prohibited by law from imposing the notice requirement on any depositor with this type of account unless the notice is required of all depositors with this type of account. The Bank can require that you make withdrawals which are made in person only at the office where you opened the account.

3 WIRE TRANSFERS

3.1 RECEIPT OF WIRE TRANSFERS. We may, in our discretion, accept wire transfers of funds to your Account, but we are not obligated to do so. If we accept a wire transfer of funds to your Account, we are not required to notify you of such acceptance. We may in our discretion send notice of the wire transfer to you by first class mail to your address as it appears in our records.

3.2 WIRE TRANSFER AGREEMENT. If the Depositor wishes to send a wire transfer, Depositor shall enter into a Wire Transfer Agreement with Bank. If the Depositor knows that Depositor expects to send or receive one or more wire transfers, Depositor shall notify the Wire Transfer Department of Bank and shall enter into a Wire Transfer Agreement with Bank. To the extent of any inconsistency between this Business Depositor's Contract and such Wire Transfer Agreement, the provisions of the Wire Transfer Agreement will govern. Even if the Depositor has entered into a Wire Transfer Agreement with Bank, Bank is not obligated to accept a payment order to send a wire transfer or to accept a wire transfer on behalf of a beneficiary except as required by law.



3.3 SECURITY PROCEDURE. If in its discretion Bank sends a wire transfer at the request of Depositor and Depositor has not entered into a Wire Transfer Agreement with Bank, Depositor and Bank agree that Bank will authenticate the payment order by calling back a second person at Depositor's business and will be entitled to rely on this procedure as the security procedure for authenticating the payment order.

4 WIRE TRANSFERS

4.1 ACH TRANSFERS. If the Depositor receives a credit from a third party into an account by means of an automated clearing house ("ACH"), any deposit or payment order via the ACH made to the Depositor's account(s) will be provisional and subject to refund until final settlement through a Federal Reserve Bank occurs or Bank has received payment as provided in 4A- 403(a) of the Uniform Commercial Code. In such case, (a) Bank does not have to give notice to Depositor of receipt of the entry, (b) Depositor agrees that such entry may be transmitted through one or more ACH's, (c) the Depositor agrees to be bound by the rules of such ACH's, and (d) the rights and obligations of the Depositor with response to such entry will be construed in accordance with and governed by the laws of the State of Connecticut.