

People's United Bank Business Online Banking (eTreasury+) Agreement

Effective February 2018

People's United Bank, N.A.

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People's United Bank Business Online Banking (eTreasury+) Agreement

This Business Online Banking (eTreasury+) Agreement ("Agreement") governs the use of People's United Bank's eTreasury+. **By accessing eTreasury+ or permitting anyone else to use it, you accept the terms and conditions of this Agreement on behalf of yourself and any person or entity authorized or otherwise permitted to act on your behalf.** Before accessing eTreasury+ you should read this Agreement thoroughly and you may want to print it as it contains important terms that apply to you and anyone authorized to use eTreasury+.

Please review this Agreement regularly as we reserve the right to amend the terms of this Agreement and change the fees associated with the use of eTreasury+ at any time. If no notice is required by applicable law, we reserve the option, in our business judgment, to provide or not provide notice of such changes.

If we do provide notice of changes we may do so by posting the changed or new terms or fees online or mailing or e-mailing notice to you separately or in an account statement mailed to your address as it appears in our records or providing such notice in any other manner we choose. You agree that such notice is sufficient and you also agree that by using eTreasury+ after the Agreement or fees have been amended, whether notice has been provided or not, you accept the changed and/or new terms and/or fees.

Throughout this Agreement the words "we", "us", "our", "the Bank" and "People's United" mean People's United Bank, N.A. The words "you" and "your" and "your company" mean any person or entity that has a business Deposit Account with us that may be accessed through eTreasury+ and includes each person acting on behalf of such entity. An entity includes sole proprietorships, partnerships, joint ventures, limited liability companies, corporations, professional corporations, non-for-profit associations and corporations, government agencies, municipalities, and other such organizations. Terms that have special meanings are defined in the Glossary at the end of this document as well as in the People's United Business Deposit Account Contract (BDAC).

eTREASURY+ SERVICES +

As an eTreasury+ customer you can view account information, initiate transactions, and access reports online with respect to the deposit accounts, loan accounts, and overnight investments you have elected to access through eTreasury+. This may include access to the following:

- Account Activity and Summary Reports
- Deposit Account Information
- Transaction Histories for Checking, Savings, Money Market, Loan, and CD accounts
- Express Transfers (internal transfers made from one account to another account)
- Bill Payments (available upon request)
- Business Loan Payments
- Business Overdraft Line Payments
- Stop Payment Orders
- Secure emails to the Bank

In addition to the above, if you are an eTreasury+ Treasury Management customer you may have access to further information and transactions related to those accounts or services you subscribe to that are accessible through eTreasury+. Depending on the type and level of services you have selected, you may have access to the following:

- Special Summary Balance Reporting
- BAL2 formatted transaction information
- Wire Activity Reporting
- Book Transfers (internal transfers made from one account to many accounts)
- Advances from Business Lines of Credit (Bank approval required)
- Principal-Only Payments to Business Loans or Business Overdraft Lines
- ACH transactions including federal and state tax payments
- Wire Transfers (domestic and/or international)
- ACH Debit Block decisioning
- Deposit Escrow Subaccount Reporting Services
- ACH Positive Pay
- Foreign Exchange
- Controlled Disbursement

All reports and transactions available through eTreasury+ are described in greater detail online once you have signed on to eTreasury+ in the eTreasury+ help guides.

eTreasury+ Charges/Fees

Charges and fees are listed in our Schedule of Deposit Account Charges, in separate pricing and service agreements, and/or in other disclosures that may apply to accounts and Treasury Management services available through eTreasury+. Treasury Management services fees and charges applicable to your accounts are detailed on your monthly Account Analysis Statement. For each account accessed through eTreasury+, you authorize us to assess all applicable eTreasury+ fees against the balances held in any of your People's United deposit account(s).

Accounts Accessible through eTreasury+

If you choose to do so you may link personal deposit and loan accounts in business online banking. If you link your personal accounts, both business and personal deposit and loan accounts and overnight investment accounts may be accessible by all of your company's eTreasury+ users. If you link your personal/consumer deposit accounts, as a convenience to you, we will display your personal/consumer deposit account statements in eTreasury+. Please note, however, that federal law requires banks to deliver periodic account statements to you either in paper form or electronically, if you consent to electronic delivery. The fact that we display your periodic statement in business online banking does not satisfy this legal requirement. If you wish to have your periodic statements for your personal/consumer accounts delivered electronically, you must be enrolled in People's United consumer online banking and have elected electronic statement delivery. If you do not enroll in People's United consumer online banking including electronic statement delivery, we will send paper statements to your most current mailing address according to our records. Please note that depending on the type of consumer deposit account, you may incur a higher monthly fee for paper statements.

All accounts entitled for access by your company's users in eTreasury+ are subject to review and approval by People's United Bank. Use of such accounts by your company and/or by your users may be revoked at any time with or without notice. Once an account has been closed it will be deleted from viewing in eTreasury+ after 90 days including viewing of history, transaction functionality and, if applicable, eStatements on that account.

USING eTREASURY+

System and Hardware Requirements

You will need a personal computer (PC) with internet access to use eTreasury+ for online access to accounts and services. In addition a printer is highly recommended. The list of browsers currently supported by eTreasury+ can be found on our website www.peoples.com.

WARNING: DO NOT USE A BROWSER OTHER THAN THOSE SUPPORTED WITHOUT FIRST CHECKING WITH PEOPLE'S UNITED'S TREASURY MANAGEMENT SERVICES DEPARTMENT TO FIND OUT IF THE VERSION YOU WANT TO UPGRADE TO IS SUPPORTED BY THE eTREASURY+ SYSTEM.

The equipment you will need to access eTreasury+, including any computer hardware, software, telecommunications (telephone line, cable, DSL, wireless) and Internet Service Provider (hereinafter referred to collectively as "Your Equipment") - is your sole responsibility. Different browsers and browser versions do not work identically, and in some cases can cause aberrations in system functionality. We are not responsible for any problems related to your browser or to Your Equipment. We are not responsible for any computer virus or any other problems that may be associated with the use of eTreasury+. You are responsible for all charges by any Internet Service Provider as well as telephone and other telecommunication charges incurred in connection with the use of eTreasury+.

Enrolling in eTreasury+

When you enroll in eTreasury+ you will need to select the accounts you wish to access online through eTreasury+. In order to enroll in eTreasury+, you must own or otherwise be entitled to access at least one People's United Business Checking Account. Note that both your business and personal accounts may be viewable and accessible through eTreasury+. When you enroll you will create your User ID and Password. You will be assigned a Company ID and/or Digital Password Device

Assigning Roles - Primary User, Administrative Users, and Users

When you establish eTreasury+ services for your Company, you must identify a Primary User. The Primary User is personally entitled to access all services and all deposit and/or loan accounts available through eTreasury+. The Primary User can add, edit, or delete additional eTreasury+ "Users" and assign service level and account level entitlements to Users (through "User Setup"). This means that for each individual User the Primary User identifies, the Primary User will be able to "entitle" the User to do one or more of the following:

- Permit the User to view of one or more accounts in eTreasury+,
- Permit the User to initiate one or more of the permitted transactions on one or more of the accounts in eTreasury+, and/or
- Where applicable, permit the User to view one or more of the special reports provided to you.

The Primary User may require multiple approvals for (1) the designation of additional Users and/or Administrative Users and/or (2) changes to User entitlements. **WE STRONGLY RECOMMEND THAT YOU REQUIRE MULTIPLE APPROVALS TO HELP PROTECT AGAINST MISUSE.** The number of approvals required for the designation of an Administrative User is set under the *Approvals Required for Setup* section on the *Approvals Administration* page within eTreasury+. If you opt for multiple approvals, the Administrative User will be required to get approval from another designated Administrative User before additional Users or additional Administrative Users are established and/or before User entitlements are changed.

The Primary User also may authorize one or more designated Users to be "Administrative Users" who may act in an *Administration Role*. Administrative Users are authorized to designate other Users and give those Users the same entitlements to services and accounts that the Administrative User has.

For accounts that have Wire, ACH, or Business Bill Pay services, the Primary User also is responsible for creating and/or modifying each individual User's daily maximum limit and account limits associated with Wire, ACH, or Business Bill Pay services. Each individual User's limit may not exceed your company limit. If your company limit is changed (either by you or by us), making it more restrictive than the individual User limit, the individual User limit automatically is reset to your company limit.

If you change or remove any person as an authorized signer on any loan or deposit accounts entitled for access by any Company users in eTreasury+ at a Bank branch or over the telephone, you must immediately review and change your authorized Company users for each deposit and loan account entitled for access by any of your Company users in eTreasury+.

Please ensure that these changes are made promptly and that any security devices or tokens are disabled. The Bank will not be responsible for any losses, claims, expenses or damages as a result of your delay in updating Company authorized eTreasury+ users.

Adding Additional Accounts for Access through eTreasury+

The Primary User and/or any users entitled to an Administrative Role may request that additional deposit, loan, and overnight investment accounts be added to eTreasury+ only if they are an authorized signor for the new account that is to be added. They may be added by requesting the additional account by name and account number. The request can be sent to us as via secure email in eTreasury+ using the *Contact us* link under the *Administration* menu selection.

All new account requests are subject to review and approval by People's United Bank. If approved, the new account will be added to the list of entitled accounts for use by your company through eTreasury+. After the change is made, the Primary User is once again entitled to all services and all accounts upon subsequent sign on into eTreasury+. The Primary User for your company must then set up the authorized User(s) for the new account and the new services available and authorized for each User with access to the new account. Adding a new account to eTreasury+ for your company may result in additional fee(s).

Linking Account(s)

You may link accounts owned by other persons or entities for access by your company and its users in eTreasury+ only when expressly authorized to do so by the owners of those linked accounts who have given this authorization with full knowledge that the Primary User shall be entitled to personally access and act on all linked accounts and shall have the authority to entitle other Users to access and act on the linked accounts. **It is your sole and exclusive responsibility to obtain this authorization from all linked account owners after informing them of the Primary User entitlements/authorizations.** All requests for linking accounts are subject to review and approval by People's United. If you link personal and/or business accounts of multiple entities, you hereby agree on behalf of each separate person or entity owning the linked account(s) to be subject to the terms and conditions of this Agreement. You may elect, at your own risk and that of each owner of each linked account, but expressly not at the risk of the Bank, to use a common Company ID for accessing eTreasury+ for all linked accounts.

SECURITY

Company ID, User IDs, Passwords, Digital Password Devices

In order to access eTreasury+, you must use a Company ID, User ID, Password, and (if applicable) a Digital Password Device. A unique User ID and Password is given to each User you authorize to act on your behalf. People's United may require the use of a Digital Password Device for any or all of your Users. Therefore, there could be multiple User IDs with Passwords, and Digital Password Devices (if applicable) being used to gain access to eTreasury+. The Digital Password Device is for use only with your accounts that are subject to this Agreement. You may not use the Digital Password Device for any other purpose. You may not use the Digital Password Device for any unlawful purpose. You may not give a Digital Password Device or permit one to be given to any person not authorized to act on your behalf.

Using The Service For The First Time - Step up Authentication

Step up Authentication is designed to provide enhanced security and help protect against fraudulent online activity by establishing User identity when accessing eTreasury+. The first time you log into eTreasury+ you will be required to authenticate your identity.

The Step up Authentication solution is designed to reduce the risk of fraud by confirming user identity when accessing eTreasury+ by device profiling and out-of-band authentication. Specifically, this solution includes the following components:

- **Complex Device Profiling** - During eTreasury+ login, extensive details about your device (e.g. computer, tablet, etc.) and network are gathered and evaluated for comparison with your typical behavior looking for any indication that fraud may be involved in the login. The result of this evaluation is used to determine if additional security steps are needed in the login process.
- **Step-up Authentication** - Based on the results of the Device Profiling and the login authentication, eTreasury+ may require an additional Out-Of-Band authentication step. Out-Of-Band Authentication allows you to confirm your identity through the use of a one-time security code you would receive through either an automated voice call or a text message.

Secure Token Sign On

People's United Bank strongly recommends that you use Secure Token Sign On with Secure Token Transaction Approval as an added layer of security to mitigate fraud and financial loss. In some cases People's United Bank may require certain companies or Users to utilize Secure Token Sign On. Secure Token Sign On is designed to provide enhanced security by means of a Digital Password Device (token), which requires the User to enter a Passcode in place of a Password to access eTreasury+. In all cases where ACH and Wire Origination services are entitled, People's United Bank requires your company's users to utilize a Digital Password Device to access eTreasury+ and prior to transmitting external monetary transactions.

Lost or Stolen Company ID, User ID(s), Passwords, or Digital Password Devices or Unauthorized Transactions

If you believe that your Company ID, User ID(s), Password, or Digital Password Device(s) has been lost or stolen or that someone transferred or may transfer money into or from your account without your permission, **you**

MUST contact us in a commercially reasonable timeframe at the numbers found at the end of this Agreement.

You agree that we may investigate any alleged unauthorized transaction and we may not re-credit your account, unless the law requires otherwise. You agree to cooperate with us if you make any claim concerning unauthorized transactions on your account. You agree to assist us to pursue civil and criminal penalties against the party(ies) responsible for such unauthorized transactions. Such assistance may include, but not be limited to, filing reports and complaints with law enforcement and/or government agencies, giving statements under oath, providing any security that we may require, and providing such other proof as we may request.

Changing Password

Users may change their Password at any time through the *Change Password* link located on the **Administration** tab of eTreasury+ under **Self-Administration**. All users must change their password a minimum of every 120 days. Note: The *Change Password* function is not available to your company's Users if your company uses or is required to use a Digital Password Device. In these cases, users should contact your company's Primary or Administrative User for assistance in changing passwords.

Administrative Users can change another User's Password at any time on the "System Access – Edit" page accessed through the *User Administration* link under *Company Administration* in the *Administration* menu selection. Users are allowed three login attempts before being locked out of eTreasury+. Users who are locked out (disabled) must be unlocked by an Administrative User or contact the Bank for further assistance.

Safeguarding Company IDs, User IDs, Passwords, and Digital Password Devices

Safeguarding Company IDs, User IDs, Passwords, and Digital Password Devices is your responsibility and is critical to helping prevent fraudulent activity on your accounts. You agree to keep all Company IDs, User IDs, Passwords, and Digital Password Devices (if applicable) confidential (in a secure location and separate from the computer used to access the Service) to prevent unauthorized access to and use of your accounts via eTreasury+. You agree not to reveal your Company ID, User ID, or Password or to give your Digital Password Device (token) to any person not authorized by you to use your eTreasury+ profile.

You agree to notify us ***in a commercially reasonable timeframe*** if the secrecy of your Company ID, User ID, Password or Digital Password Device is compromised by calling us at the numbers found at the end of this Agreement or sending us a secure e-mail. You also agree to notify us ***in a commercially reasonable timeframe*** whenever a person is no longer authorized to use eTreasury+ and return any Digital Password Device issued to him/her.

General Security Provisions

People's United Bank uses Microsoft's server gated cryptography in order to enable 128 bit SSL strong encryption of data during transmission of data between your computer and our web server. You agree to always use the SSL encryption security features built into your web browser software whenever you connect to a web server utilized by People's United and/or its vendors, and to verify that each entire online session is encrypted.

We are not responsible for any computer virus or any other problems that may be associated with the use of eTreasury+. To avoid unauthorized access to your personal, business, or financial information, you agree to adopt all reasonable security measures in using eTreasury+, including, but not limited to the precautionary steps listed below and in our eTreasury+ Security Checklist found on www.peoples.com/security.

- **Password Protection:** A unique password or token PIN is the first step of securing your online information. Select a password/PIN that is easy for you to remember but not quickly guessed, like birthdays, sequential numbers or street addresses. Do not write down passwords and never click "save my password." Do not share your password/PIN with anyone. Our employees will never ask for your password.
- **PC and Anti-Virus Protection:** For all company PCs, keep all your operating system, browser, anti-virus and other software up to date. Set these systems to automatically update on a daily basis. Scan your PC with your anti-virus software on a regular basis to check for new viruses or spyware that may have been missed initially.

- Dedicated PC: If possible, dedicate a PC to use ONLY for eTreasury+ and other critical business functions to mitigate against the risk of PC and user credentials being compromised. This PC should not be used for email, social media, or common web browsing. A compromised PC is the most common avenue for fraudsters to conduct fraud. The PCs used for the purpose of eTreasury+ need to be secure and free of viruses.
 - If you will be using the eTreasury+ PC(s) for other functions, be sure to use only known commercial software and visit only known and trusted websites when browsing the internet. Avoid downloading “free” software or clicking on links in e-mails; downloads, e-mail attachments, and malicious websites are a common source of virus infections.
- Email Alerts: eTreasury+ offers enhanced alert functionality, which notifies end users via email of account activity. All eTreasury+ users should review the available alerts and configure them for use to monitor for suspicious activity. If you receive an alert for a change or transaction that you did not make, contact our Commercial Client Support team at (866)831-5717 for assistance.
- Transaction Review: Check your account balances and transaction activity daily and promptly report any suspicious activity to your account manager or call our Commercial Client Support team at (866) 831-5717.
- Administrative Dual Control: Prevents new users from being added and activated without a secondary approval. Prevents changes to existing users entitlements without a secondary approval.
- Transaction Dual Approval: Prevents a single user from creating and approving transfers, ACH and Wire transmissions. This is an important fraud control. Companies should have procedures in place to segregate duties and require a second set of eyes prior to transmission of these transactions.
- Daily Limits Assigned: eTreasury+ allows Admin users or the bank to set daily limits based on ACH and Wire types of transactions, accounts and by user. These limits should be based on need but restricted to where unusually high activity would require an override.
- Awareness: People’s United Bank encrypts all traffic between your PC and our online banking systems. When accessing the site look for security certificates, locked padlock symbols, and a URL that begins with “https”. If the appearance of eTreasury+ screens looks different, new fields appear, or if you are asked to enter/verify sensitive information, report the issue to the bank for validation.
- Internal Training: Review entitlements and internal procedures to ensure access best practices are followed for PC and Online usage. Be sure employees using eTreasury+ are adequately trained on security best practices and practice safe computing habits.
- Fraud Awareness: Fraudsters use official-looking e-mails (Phishing) and websites to lure you into revealing confidential personal or financial information. The messages appear to be from trusted banks, retailers or other companies. Companies would never ask for sensitive information or passwords via e-mail. Be suspicious of any e-mail with urgent requests to “verify account information.” When in doubt, call the sender directly and validate the message. The safest measure is not to click on links received via email from anyone, even those that appear to be trustworthy.
- Security Center: Peoples United Bank provides updated warnings, fraud education, recommendations for protecting your accounts, and links to other resources on the Security Center found at www.peoples.com/security.
- We strongly recommend that you restrict the use of the Internet, email and non-business functions on any computer used for eTreasury+ services.

Loss Prevention Measures Your Company Should Take

The most effective loss prevention measure you can take is to ensure that your company has a strong control environment in place. People’s United Bank strongly recommends that as an eTreasury+ customer, you institute a robust control environment and monitor your account transactions and activities daily. eTreasury+ makes it easy for your company to monitor User activity through use of the *User Activity Report* found under the *Administration* menu selection.

OUR RIGHTS People’s United Reliance on Actions Taken With Codes

The use of eTreasury+ with your deposit, loan, and overnight investment account(s) will be deemed by us to be valid and authentic and you intend and agree that any communications to us under any associated User names, Passwords, or Passcodes generated by Digital Password Devices (if applicable) will be given the same legal effect as

written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

Our Right To Limit Frequency and Dollar Amount of Transactions

For security and other reasons, we may limit the frequency and dollar amount of transactions from your accounts.

Waiver of Rights

People's United may waive any of its rights under this Agreement without waiving any other rights it has. If we do waive a right, that does not mean we will always waive it.

Limitation On Our Liability

Our obligations hereunder are limited to receiving and executing, as applicable, your transfers in accordance with the terms of this Agreement. If we improperly effect or fail to effect a directed transfer in accordance with the terms of an accepted instruction, we shall reimburse amounts improperly debited from your accounts, only if and to the extent such reimbursement is required under applicable law, with such interest and incidental expenses as is required by applicable law, within a commercially reasonable time after you notify us of any such error, provided we have verification of the occurrence of such error. We shall have no liability for erroneous instructions given by you or through use of a Company ID, User ID, Password and/or Digital Password Device associated with your accounts. We shall have no liability if instructions sent by e-mail are intercepted or are not received by us in time. We have no obligation or liability for any loss or expense which you may incur unless such loss or expense is attributable to the willful misconduct of People's United Bank or our agents including liability for direct or consequential damages. In no event shall we be liable for any indirect, special, consequential or punitive damages (even if we have been advised of the possibility of such damages), such liability being hereby specifically waived by you in consideration of this Agreement. Without limiting the foregoing, we will not be liable in the following situations:

- (a) When through no fault of ours, you do not have enough funds in your account to complete a transaction from that account, or if withdrawals from any of your accounts have been prohibited by a court order such as a garnishment or other legal process, or if that account has been closed;
- (b) When you have not properly followed eTreasury+ instructions on how to make a transfer or if your computer or software fails or malfunctions or if the computer or software or other equipment of a third party fails or malfunctions;
- (c) When you have not given us complete, correct and current instructions so that we can make a transfer or when we have not received an instruction (we will be responsible only for acting on instructions properly sent through eTreasury+);
- (d) When we have reason to believe that a transaction has not been properly authenticated or is fraudulent;
- (e) If eTreasury+ is not working properly and you knew or should have known about the breakdown when you attempted to authorize a transfer;
- (f) When circumstances beyond our control prevent the making of a transfer. Such circumstances include delay or loss of payments caused by the U.S. Postal Service, equipment failure or breakdown, acts of God or other conditions beyond our control;
- (g) Due to other exceptions to our liability as stated in the BDAC or in any other applicable agreement.

You have thirty (30) days after any statement is mailed, sent to you electronically, or otherwise given by us, informing you of instructions received and acted upon by us, to examine such statement and notify us in writing, of any error with respect thereto. Failure to notify us within such period shall be deemed unreasonable and you acknowledge that the actions reflected on such statement including any electronic statement shall be deemed to be properly executed if you have not provided written notice of error within thirty (30) days as stated above.

Force Majeure

You agree that the Bank is excused from the performance of our obligations under this Agreement to the extent that the Bank is prevented or delayed from performing our obligations due to causes that are beyond our control such as those caused by acts of God, acts or omissions of another party, acts of any government or regulatory body (whether civil or military, domestic or foreign) fires, explosions, floods, earthquakes or other natural or man-made disasters, epidemics, sabotage, wars, riots, civil disturbances, strikes, lockouts, labor disputes, loss of

electrical or other power or telecommunications equipment or line failures (each a "Force Majeure Event"). The Bank's responsibilities under this Agreement will resume as soon as reasonably possible after the Force Majeure Event has expired.

Right to Terminate/Suspend eTreasury+

People's United reserves the right in its sole discretion to suspend or terminate any access to eTreasury+ for any reason and without prior notice.

YOUR RESPONSIBILITIES AND LIABILITIES

Your Representations and Warranties

You hereby represent and warrant that the following statements are true, complete and accurate and you agree to notify the Bank *in a commercially reasonable timeframe* if any statement should no longer be true, complete and/or accurate.

You have received all proper corporate or other required authorizations and have complete authority and to enroll in eTreasury+ on behalf of your company and to make all representations and warranties and agreements as may be made by you and your company herein.

You have proper and complete authority to transact on all accounts and services accessed by your company and its users through eTreasury+, including any linked accounts owned by other persons and/or entities.

The Primary User is authorized to act on the all accounts and/or services included or to be included in eTreasury+ for your company, including any linked accounts, and that each Administrative User or other User is or will be authorized to take all actions on those accounts as they may be entitled to take through eTreasury+.

All owners of linked accounts accessible by your company and its users through eTreasury+ have (1) authorized the accounts be linked in your company for access through eTreasury+ for your company, (2) authorized the Primary User and any Administrative Users and any other Users to take all actions on the linked accounts as they may be entitled to take through eTreasury+ and (3) given such authorization after they were advised of the entitlements and/or potential entitlements of the Primary User and all Administrative Users and other Users.

You, your company, your Primary User, Administrative Users, and Users have adopted reasonable security and loss prevention measures including adopting the recommended precautionary steps listed above to protect your accounts, and each of you acknowledge that failure to do so puts your company and its accounts at increased and substantial risk which you acknowledge and agree is assumed solely by you and your company and expressly not by the Bank.

Your Liability

ALL PERSONS WHO USE YOUR COMPANY ID, USER IDS, PASSWORDS, PASSCODES, AND/OR DIGITAL PASSWORD DEVICES ASSOCIATED WITH YOUR ACCOUNT(S) WILL BE DEEMED TO BE AUTHORIZED SIGNERS ON YOUR ACCOUNTS EVEN IF THEY ARE NOT LISTED AS AUTHORIZED SIGNERS ON THE MOST RECENT SIGNATURE CARDS ON FILE WITH US.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU ARE WHOLLY LIABLE FOR EVERY TRANSACTION AND ALL ACTIVITY INITIATED THROUGH THE USE OF YOUR COMPANY ID, USER IDS, PASSWORDS, PASSCODES, AND/OR DIGITAL PASSWORD DEVICES ASSOCIATED WITH YOUR ACCOUNT(S) EVEN IF THE PERSON INITIATING SUCH TRANSACTIONS OR ACTIVITY IS NOT AUTHORIZED TO DO SO.

IN THE EVENT WE SUSTAIN OR INCUR ANY LOSSES, CLAIMS, EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES) AND/OR DAMAGES AS A RESULT OF THE USE OF YOUR COMPANY ID, USER IDS, PASSWORDS, PASSCODES, AND/OR DIGITAL PASSWORD DEVICES ASSOCIATED WITH YOUR ACCOUNT (S), YOU AGREE TO IMMEDIATELY REIMBURSE US UPON DEMAND.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD THE BANK AND ITS DIRECTORS, OFFICERS,

EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, COSTS, EXPENSES, OR DAMAGES, INCLUDING COURT COSTS AND ATTORNEY'S FEES, ARISING OUT OF, CONNECTED WITH, OR RELATED TO OUR EXECUTION OF ANY TRANSACTION RELATING TO YOUR ACCOUNTS AND SERVICES INCLUDED IN ETREASURY+ FOR YOUR COMPANY AND ITS USERS, INCLUDING BUSINESS ACCOUNTS AND CONSUMER ACCOUNTS THAT MAY BE LINKED THERETO, PROVIDED A COMPANY ID, USER ID, PASSWORD AND/OR DIGITAL PASSWORD DEVICE ASSOCIATED WITH YOUR ACCOUNT WAS USED TO INITIATE THE TRANSACTION.

UNTIL YOU HAVE GIVEN THE NOTICE REQUIRED HEREUNDER AND THE BANK HAS HAD A REASONABLE OPPORTUNITY TO LOCK ELECTRONIC ACCESS TO YOUR ACCOUNT(S) THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY EVEN IN THE EVENT YOUR COMPANY ID, USER ID, PASSWORD AND/OR DIGITAL PASSWORD DEVICE ARE LOST, STOLEN, OR OBTAINED BY A PERSON NOT AUTHORIZED BY YOU TO USE eTREASURY+.

You further agree to indemnify and hold the Bank and its directors, officers, employees, and agents harmless from and against any and all claims, losses, costs, expenses or damages, including court costs and attorney's fees, arising out of, connected with, or related to your act or omission, or from any breach by you of this Agreement, including the representations and warranties made by you and your company hereunder.

The indemnification provisions under this Agreement will be binding upon you, your representatives, heirs, or beneficiaries, and upon any owner or other authorized signer on any account or service accessed by your company and its users through eTreasury+ and will survive the termination of this Agreement.

Joint and Several Liability

If two or more accounts are linked together, the owners of those accounts shall be jointly and severally liable for all losses arising out of any one or more of the linked accounts.

SPECIFIC eTREASURY+ SERVICES

Bill Payment Services

You may pay your bills online by enrolling in our eTreasury+ Bill Payment service. In order to use eTreasury+ Bill Payment services, you must setup Bill Payment Payees (Payees). You must also designate the funding accounts from which Bill Payments can be made. People's United will only allow Checking Accounts to be set up as funding accounts for Bill Payments. Bill Payment Payees are Company ID specific. You may make payments through People's United eTreasury+ to any Payee that has a verifiable U.S. payment address. However People's United reserves the right to refuse to accept any entity as a Payee and limit the dollar amount of Online Bill Payment Transactions.

With respect to your Bill Payments, if you identify the Payee both by name and by a unique identifier (e.g., your account number with the merchant), we and any other bank participating in the funds transfer may rely solely on that unique identifier. To credit Payee's accounts, at our sole discretion, we may elect to send those payments electronically.

People's United Bank pays your bills one of two ways: If a merchant Payee is set up to receive payments electronically, we may send credit to the merchant via ACH and your account with the merchant can be credited quickly. Even though we will process this transaction type quickly, we suggest that you contact the merchant for how much time to allow for credit to your account with that merchant. To ensure your merchant has adequate time to credit your account, we would recommend that you process payments a minimum of 5-6 business days BEFORE the due date provided you by the merchant. However, many merchants are not set up to receive payments electronically. In those cases People's United creates a physical check for the amount of your payment and sends it via first class mail to the address you provided when you asked us to set up the Payee. In this case your payment is credited to your account with the Payee only after it physically travels to the Payee and is processed by the Payee's internal processes. Whether by check or electronic transfer, we recommend as a guide that you allow a minimum of 5-6 Business Days for payments to be received and processed by the Payee.

You may schedule a Bill Payment with People's United eTreasury+ Bill Payment Service for a date or dates in the future. Your Checking Account will be debited on the date the payment is scheduled to be sent, which will be earlier than the date the payment is received by the Payee. If more than one payment is scheduled for the same day, we will in our sole discretion determine the order in which these payments are processed. Each bill payment transaction you make will receive a confirmation number. The confirmation number provided to you will be used to resolve any questions you may have regarding your transactions. You are required to keep records of your Bill Payment transactions - including any confirmation numbers provided to you by the system - and you agree that you may not and will not rely on eTreasury+ as the system of record for your account transactions.

Further, you agree to ensure that your account has sufficient available funds to cover any Bill Payment you initiate. If there are insufficient funds in your Checking Account on the day a Bill Payment is scheduled, your account may become overdrawn. If your Checking Account becomes overdrawn, you may be notified and informed of how much money you have to deposit to cover the overdraft. You agree to reimburse us for the amount of the overdraft and fee charged, if applicable, without delay. The amount of the overdraft fee is listed in our current Fee Schedule(s) related to the account(s) used to fund these transactions.

Any bills you have authorized for payment today or for future dating will appear in the PENDING section of the Bill Payment window whenever it appears. Payments you make today or future-dated payments scheduled for today will only appear until the end of the Bank's processing day, after which point they can no longer be canceled or changed.

E-Bill Services

If you have *Bill Pay*, you may use e-bill to instruct your participating Billers to send your billing statements, such as your utility and vendor account bills (collectively, "e-bills"), to you through Bill Pay and eTreasury+. Once your Billers are added to e-bill, billing statements from your Billers will appear on eTreasury+ shortly after they are

issued by your Billers, and you will be able to make payments to your Billers through *Bill Pay*. When you activate e-bill for your Billers, we either will notify the Biller of your request to receive e-bills, or use your username and password to obtain your e-bill pursuant to your authorization as described below. The presentment of your first e-bill may vary from Biller to Biller and may take as much as sixty (60) days, depending on the billing cycle of your account with each Biller. Additionally, your continuing receipt of a paper copy of your billing statement(s) is at the sole discretion of the Biller. While e-bill is being activated, it is your responsibility to keep your accounts with your Billers current. Each of your Billers may reserve the right to accept or deny your request to receive e-bills.

- (a) **YOUR AUTHORIZATIONS.** Your activation or/use of e-bill for the electronic presentment of e-bills from your Billers will be deemed by us to be your authorization for us to obtain e-bill data from the Biller on your behalf. For some Billers, we will access your billing data from the Biller pursuant to our agreement with the Biller. For other Billers, you will be asked to provide us with confidential sign-on information, such as your username, password, and other personal data that is necessary to set up an e-bill. By providing us with your sign-on information, you authorize us to use your sign-on information to access your Billers' websites and to obtain your billing information from your Billers, and you appoint us as your agent for the purpose of setting up e-bills. You further authorize us to make your e-bill payments by electronic, paper, or any other means that we deem appropriate.
- (b) **UPDATING YOUR INFORMATION.** We are unable to update or change your personal information such as, including but not limited to your name, address, telephone number, e-mail address, password and username that you provide to your Billers. If you update or change any of your information, you will need to make those changes by contacting your Billers directly. You also agree not to use someone else's information to gain unauthorized access to another person's accounts with the Billers. You hereby authorize us to provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic file for that Biller, for purposes of the Biller informing you about e-bill and/or billing information.
- (c) **NOTIFICATIONS.** You may set up e-mail Alerts so that you receive an Alert when your e-bill arrives and an Alert when payment is due. Notifications and reminders are solely for your convenience; it is your responsibility to maintain an accurate e-mail address and to logon to eTreasury+ to check for the delivery or status of your e-bills. We will present all of your e-bills as we receive them from Billers.
- (d) **CANCELLATION OF E-BILL SERVICE.** Your Biller may reserve the right to cancel the presentment of e-bills at any time. If any of your Billers do so, you will receive your bills in a paper form by mail, and you will not receive and will not be able to pay those bills through e-bill. You may cancel the e-bills from your Billers at any time. The timeframe for cancellation of your e-bills may vary from Biller to Biller, and it may take as much as sixty (60) days, depending on the billing cycle of each Biller. Through e-bill we will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation. We reserve the right to terminate, modify or change e-bill and we will notify you of any such termination, modification or change as required by applicable law.
- (e) **NON-DELIVERY AND COPIES OF E-BILL(S); BILLING RECORDS.** You agree to hold us harmless if a Biller fails to deliver your e-bills to us. You are responsible for ensuring timely payment of all of your e-bills. Although e-bill will retain your e-bill information for up to eighteen (18) months, you should also save your e-bill information to your computer's hard drive.
- (f) **ACCURACY AND DISPUTE OF ELECTRONIC BILL.** We are not responsible for the accuracy of your e-bills. We are only responsible for presenting to you the e-bill information we receive from your Billers. Any discrepancies or disputes regarding the accuracy of your e-bills must be addressed by you with your Billers directly.
- (g) **PRIVACY.** When e-bills are set up with your Billers, you will provide certain information to us that will be forwarded to your Billers to complete the setup of the e-bills. If you have any questions concerning the future use of that information, you should contact your Billers directly.

(h) AGREEMENTS WITH BILLERS. You must be registered with each Biller for online access to your Billers' websites and/or to receive online bills from your Billers, and you must review the Billers' instructions and disclosures for receiving online bills. This Agreement does not alter your liability or obligations that exist between you and your Billers, such as your account agreements, the Billers' instructions for online bills, and the Billers' website terms and conditions. You acknowledge and agree that you are solely responsible for determining whether e-bill does or does not comply with the terms and conditions of your agreements with your Billers.

Stop Payment

In order to stop payment you must give People's United notice of your request for a stop payment in time for People's United to act. To place the order into effect, we require that the stop payment request be received by the Bank three (3) business days or more before the payment is scheduled to be made. The stop payment order provisions of the BDAC apply to stop payment orders placed through eTreasury+. The burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a stop payment order or order to close an account is your responsibility. When you use eTreasury+ to request a stop payment on a check or other item, you must click the *Account Services* menu selection. Next click on the *Stop payment request* link under *Stop Payment* and provide the requested stop payment information. You may be able to cancel a stop payment request by clicking the *Cancel* link on the *Stop Payment Activity Report* for the stop payment request you want to cancel.

You may cancel or delete the various types of transfers and payments (including preauthorized transfers) that may be made with eTreasury+. Refer to the instructions provided in eTreasury+.

If we receive your order to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. We will then have your rights, if any, against the person who was paid. If the person who was paid was entitled to be paid, we may charge that amount to your account after learning of that fact.

You may cancel bill payments requested through eTreasury+. Click on the *Transfers and Payments* menu selection and then click on the *Billing Center* link under *Bill Pay*. This will take you to the *My Bills* page. In the *Payment Outbox*, click the *Cancel* link corresponding to the payment you want to cancel. Note: when you cancel a bill payment you are responsible for any necessary notification or changes with the Payee. Cancelling a payment for a bill that we automatically pay has no effect on future bills from the same Payee. If you want to cancel automatic or recurring payments for all future bills you must cancel the payment rule for the Payee.

Electronic Mail (E-Mail)

Through People's United eTreasury+, we provide you E-mail forms which you may use to submit inquiries about your account, request information on other banking services and otherwise communicate with us. These E-mail forms are accessible after you sign on with your Company ID, Username and Password (or Passcode) to a secure session of eTreasury+. We will try to respond to all eTreasury+ email messages within two (2) Business Days after the date they are received. To ensure the security of your account information, we expressly discourage you from sending personal, business, financial, or account information via internet e-mail (non-secure session) and we will not accept transactions or instructions sent by internet e-mail. If you choose to send internet e-mail messages to People's United Bank that contain personal, business, financial, account or other confidential information, you do so entirely at your own risk. We will not be responsible for any loss or damages you may incur if you communicate such information by internet e-mail. We will not send such information to you via internet e-mail, even if you so request. You may however use Internet e-mail for general product and/or service inquiries.

Direct Connect for QuickBooks Requirements

You may also access your account information directly through QuickBooks® software. You are responsible for separately purchasing QuickBooks® and the Bank makes no warranties nor accepts any liability for such software. QuickBooks is a registered trademark of Intuit, Inc.

Wire Transfer Services

To use eTreasury+ wire transfer features, you must have executed and delivered to us a Wire Transfer Agreement. Requests for access to Wire Transfer Services and the Wire Transfer Agreements should be directed to the Treasury Management Services Department at 1-866-831-5717.

ACH Origination Requirements

Before initiating ACH transactions, you must:

- (a) Apply for approval to initiate ACH transactions. To apply for approval contact the Treasury Management Services Department at 1-866-831-5717.
- (b) Submit to us a list of "Authorized Accounts" as defined below, including, at our request such documentation as we deem necessary to establish that that an account you list as an authorized account is in fact an authorized account as defined herein; and
- (c) If approved, execute and deliver to us an ACH Agreement.

YOU MAY NOT INITIATE AN ACH TRANSACTION UNLESS THE OFFSETTING ACCOUNT IS AN AUTHORIZED ACCOUNT. AN OFFSETTING ACCOUNT IS THE ACCOUNT FROM WHICH FUNDS ARE TAKEN TO INITIATE AN ACH TRANSACTION. AN AUTHORIZED ACCOUNT IS ONE THAT YOU OWN OR ONE THAT YOU ARE OTHERWISE LEGALLY AUTHORIZED TO USE IN CONNECTION WITH THE SPECIFIC ACH TRANSACTION YOU INITIATE.

YOU MUST SUBMIT TO PEOPLE'S UNITED BANK'S TREASURY MANAGEMENT SERVICES DEPARTMENT A LIST OF ALL AUTHORIZED ACCOUNTS FOR ACH ORIGATION PURPOSES, AND AT PEOPLE'S UNITED'S REQUEST PROVIDE SUCH DOCUMENTATION AS PEOPLE'S UNITED DEEMS NECESSARY TO ESTABLISH THAT AN ACCOUNT YOU LIST AS AN AUTHORIZED ACCOUNT IS IN FACT AN AUTHORIZED ACCOUNT AS DEFINED HEREIN. YOU MUST UPDATE THE LIST OF AUTHORIZED ACCOUNTS WHEN YOU WISH TO ADD OR DELETE AN ACCOUNT FROM THE LIST.

IF YOU WISH TO INITIATE AN ACH TRANSACTION INVOLVING AN OFFSETTING ACCOUNT THAT IS NOT AUTHORIZED, YOU MAY NOT DO SO UNLESS AND UNTIL YOU CONTACT THE TREASURY MANAGEMENT SERVICES DEPARTMENT AND REQUEST AND RECEIVE PERMISSION. IF YOU ARE UNSURE WHAT AN OFFSETTING ACCOUNT IS OR WHETHER AN OFFSETTING ACCOUNT IS AUTHORIZED, CONTACT THE TREASURY MANAGEMENT SERVICES DEPARTMENT BEFORE INITIATING THE TRANSACTION. THE TOLL FREE NUMBER OF THE TREASURY MANAGEMENT SERVICES DEPARTMENT IS 1-866-831-5617.

ACH Positive Pay Services Requirements

ACH Debit Block and ACH Positive Pay allow you to set up conditions on your accounts that determine whether an ACH debit transaction will be blocked or debited. To use eTreasury+ ACH Debit Block and ACH Positive Pay features, you must have executed and delivered to us a Peoples' United ACH Debit Block and ACH Positive Pay Agreement. Requests for access to ACH Positive pay services should be directed to the Treasury Management Services Department at 1-866-831-5717.

Deposit Escrow Subaccount Reporting Services

To use eTreasury+ for Deposit Escrow Subaccount Reporting Services (DESA), you must have executed and delivered to us a Deposit Escrow Sub-account Reporting Services Agreement and Disclosure and such other documents as we may require. Requests for Deposit Escrow Subaccount Reporting Services should be directed to the Treasury Management Services Department at 1-866-831-5717.

Foreign Exchange Online

To conduct foreign exchange transactions using the People's United Global Exchange Connect module available in eTreasury+, you must enter into either an International Exchange Master Agreement or Spot Transaction Agreement with us governing the terms of any FX transactions as well as this eTreasury+ agreement and such other documents as we may require. Requests for online foreign exchange transactions services should be directed to Treasury Management Services Department at 1-866-831-5717.

Controlled Disbursement Services

To request controlled disbursement services you must enter into a Controlled Disbursement Services Agreement with us, as well as this eTreasury+ agreement and such other documents as we may require. Requests for controlled disbursement services should be directed to Treasury Management Services

Department at 1-866-831-5717.

eTreasury+ ACCOUNT DOCUMENTATION

Documentation Relating to eTreasury+

We will deliver all documents, correspondence and Digital Password Devices (if applicable) relating to your account to your authorized User(s) at your business address. Company ID's, User ID's and Passwords will be delivered either through an encrypted e-mail message to an authorized User on the account(s) or via U.S. mail. Digital Password Devices (if applicable) will be delivered through People's United Bank delivery service. All other notices, documents and correspondence related to eTreasury+ (collectively the "Documentation"), including without limitation, any changes or supplements to this Agreement shall be delivered to your business address or via online alerts or posting and/or encrypted e-mail messages. We may, in some cases, deliver certain documentation and correspondence electronically through e-mail. If the accounts of more than one business entity are available through eTreasury+, the delivery of the Documentation to any one entity shall be deemed to be delivery of the Documentation to all entities. You agree that encrypted or secure email delivery methods provide sufficient security for document and/or information delivery and no Security Administrator shall be required pursuant to this Agreement.

Periodic Statements / Electronic Statements

Your periodic statements for your account(s) (sent or otherwise made available to you with the regularity provided for in your Deposit/Loan/Overnight Investment Agreements) will include any internal transfers, bill payments, wire transfers, ACH Transactions and any other transactions you authorize using eTreasury+, as well as your other account activity. If your Primary User or a user with Administrative entitlements opts to receive electronic delivery of statements through eTreasury+, you hereby agree that paper statements for those selected accounts will no longer be produced and mailed to you and electronic delivery of said statements through eTreasury+ will be the only method of receiving or retrieving these statements from People's United Bank. You further agree that your duty to promptly review all statements shall remain in full force and effect even if the statement is sent to you or any other User electronically, and you acknowledge that if you fail to notify the Bank in writing of any error appearing on an electronic statement within thirty (30) days of the day such statement was made available online to you or any other User, all transactions, checks or other Items appearing on that statement shall be deemed correct and the Bank shall have no liability to you or any third party on account of losses related to any error or other matter appearing on that statement.

MISCELLANEOUS

Copyright and Trademarks

Copyright to all graphics, visual and audio content, text and information on this website is owned by People's United Bank unless otherwise noted. No one has permission to redistribute or reproduce in any form whatsoever any such material and information without People's United Bank's express written permission. All trademarks found on this website, unless indicated otherwise, are trademarks of People's United Bank. You acknowledge that People's United Bank and its subsidiaries have exclusive proprietary or licensed rights to the systems as used in connection with People's United eTreasury+. You agree not to make or attempt to make any alteration, change or modification to eTreasury+ and shall not recompile, decompile, reverse engineer, or make or distribute any other form of, or derivative work from eTreasury+.

Business Days and Hours of Operation

People's United eTreasury+ will only process transfers on Business Days although you may use your computer for eTreasury+, seven days a week, except during any special maintenance periods. Transfers and bill payments made after the close of any Business Day will be reflected in your account history and balance the NEXT Business Day.

Cutoff Times

- (a) The cut-off time for an ACH transaction is 8:00 PM ET.
- (b) The cut-off time for Same Day ACH transactions is 1:00 PM ET.
- (c) The cut-off time for entering a Domestic wire transfer is 5:30 PM ET.
- (d) The cut-off time for entering a USD International or Foreign Exchange (FX) Wire is 5:00PM ET
- (e) The cut-off time for entering internal transfers for same day processing is 11:00 PM ET.

Other Access to Your Accounts

This Agreement applies only to People's United eTreasury+. It does not apply to other means of accessing your accounts and initiating transactions such as by use of a People's United Debit or ATM card or any other electronic banking transactions through a means other than the internet. Refer to the agreements and documentation for those products and services, as well as to your Deposit Agreements for the terms and conditions relating to other means of accessing account information and initiating transactions.

Relationship to Other Agreements

Your accounts are subject to this Agreement, the Business Deposit Account Contract (BDAC), and any other agreement(s) you have with us relating to your deposit accounts, including any separately provided required disclosures (together, the "Deposit Agreements"). If there is a conflict between the provisions of the Deposit Agreements and the provisions of this Agreement, the provisions of this Agreement shall control in so far as the provisions relate to eTreasury+.

Certain of the services provided within People's United eTreasury+ such as initiating ACH transactions and Wire Transfers or decisioning an ACH item using ACH Positive Pay are subject to special terms and conditions that are outlined in separate agreements relating to those services. Use of services that are governed by additional agreements means you agree to be bound by those additional agreements. If there is a conflict between the terms of this Agreement and the terms of those additional agreements, then, to the extent required by applicable state or federal law, the terms of those additional agreements as the case may be shall control, otherwise this Agreement shall control.

FURTHER, YOU ACKNOWLEDGE THAT THE PROVISIONS OF YOUR DEPOSIT AGREEMENTS RELATED TO ATTORNEY'S FEES, OTHER COSTS RELATED TO CLAIMS MADE, AND TO THE WAIVER OF TRIAL BY JURY ALSO APPLY TO THIS AGREEMENT.

Assignment

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights under this Agreement without our prior, written consent which we may grant or withhold in our sole discretion.

Termination

This Agreement and your ability to use any or all of People's United eTreasury+ may be terminated at any time by us or you upon giving notice of the termination to the other party. If you terminate People's United eTreasury+, you authorize us to continue making transfers/pay bills you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. It is your obligation to cancel any future-dated payments or transfers until we act upon your termination request. Once we have acted upon your termination notice, we will make no further transfers/pay bills from your accounts unless they have been previously released with a future dated effective date. We reserve the right to suspend or terminate eTreasury+ for your accounts and services without prior notice if none of the authorized users have accessed People's United eTreasury+ for a period of 120 days or for any other reason. To terminate People's United eTreasury+, you must notify us in any one of the following ways: by sending us an e-mail through People's United eTreasury+ Secure E-mail Messaging, by calling us at the appropriate phone number found at the end of this Agreement, or by writing to us at the following address:

People's United Bank
850 Main Street
BC5-465, Treasury Management Services Administration
Bridgeport, CT 06604

Severability

If any provision of this Agreement is held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision, all other provisions of the Agreement shall remain in full force.

Governing Law/Venue/Partial Invalidity

This Agreement and all services offered by us will be governed by federal law and by applicable state law without reference to principles of conflict of laws. Applicable state law shall govern only to the extent not superseded by federal laws, rules, or regulations. The applicable state law will be the law of the State of Connecticut.

This Agreement will be enforced in the federal courts located in the State of Connecticut or in the state courts of the State of Connecticut, and you consent and agree to the jurisdiction of those courts. You agree to bring any action or legal proceeding arising out of or connected with this Contract in the county where our home office is located. Currently our home office is located in Fairfield County, Connecticut.

Change in Law/Unenforceability

If any clause of this Agreement becomes unenforceable by a change in federal or applicable state law or regulation, or for any other reason, the remaining clauses will remain in effect and fully enforceable.

GLOSSARY (As used in this Agreement):

“Account Analysis Statement” means a statement sent to Business Checking Account holders each month setting forth the transactions taking place on the account and/or other related accounts and a calculation of Service Charges to be debited for Deposit and/or Treasury Management services provided over the stated cycle.

“Administrative User” refers to User designated by a Primary User or another Administrative User who is permitted to view your account information, and/or initiate transactions on your account(s), and/or add, edit, or delete eTreasury+ Users and assign service level and account level entitlements to them (through User Setup) to allow access to the company's available services as entitled by the Primary User or another Administrative User.

“BAI2 format” is a term used to describe a common file format used to perform electronic cash management balance reporting. The BAI format was developed and previously maintained by the Banking Administration Institute (BAI). The current release is Cash Management Balance Reporting Specifications Version 2, typically referred to as BAI2.

“Business Overdraft Line” means a line of credit linked to your checking account that you access by writing checks on your checking account. The terms of this credit line are contained in the Business Overdraft Line Agreement signed by you physically or electronically when you opened your credit line.

“Company ID” means a string of numbers and/or characters provided to you by People’s United Bank, which is used to validate user access to eTreasury+.

“Digital Password Device” or “Token” means a physical device that certain authorized users of eTreasury+ are provided by People’s United Bank to authenticate and prove one's identity electronically. The token is used in addition to a user-defined PIN in place of a Password to prove that the User is who they claim to be. The token acts like an electronic key to access eTreasury+. People’s United Bank provides Synchronous Dynamic tokens that do not need any connection to a User’s equipment. The User enters the number generated by the token to a local keyboard as displayed on the token, along with the User’s PIN, when asked to do so – collectively referred to as a “Passcode”

“Direct Connect for QuickBooks®” refers to two-way connectivity between People’s United Bank and Quicken® or QuickBooks®. Direct Connect allows you to access your account information directly through QuickBooks® software.

“Equipment” means any computer hardware, software, telecommunications (telephone line, cable, DSL, wireless) and Internet Service Provider, all of which are required in order to access eTreasury+.

“Offsetting Account” means an account from which funds are taken to initiate an ACH transaction. An

Offsetting Account must be authorized by People's United Bank as one that you own or one that you are legally authorized to use in connection with the specific ACH transaction(s) you are allowed by People's United Bank to initiate.

"Passcode" means a combination of your Personal Identification Number (PIN) and a one-time code generated by your Digital Password Device (Token). Your passcode is used in place of a Password for companies or Users required by People's United Bank to utilize Secure Token Sign On.

"Password" means a string of numbers and/or characters that is either defined by a User or is provided to you by People's United Bank, which is used to validate User access to eTreasury+.

"Primary User" refers to the person assigned by the company upon initial setup on eTreasury+, who is assigned the "Administration role" in eTreasury+. The Primary User is entitled to all services and to all accounts associated with those services (granted to the associated Company ID) upon initial sign on to eTreasury+. The service and account entitlements may be modified, as desired (through User Setup). The Primary User can add, edit, or delete eTreasury+ Users and assign service level and account level entitlements to Users (through User Setup) to allow access to the company's available services. The Primary User may also create and entitle additional Users to perform these functions by assigning the *Allow Administration* role to their user setup, as multiple Users may be assigned the Administration role.

"Profile" means the information about your company, its accounts, services, and Users that is provided to the Bank when you enroll on eTreasury+ as it may be updated from time to time.

"Related Account or Linked Account" means the group or groups of accounts for which your company's eTreasury+ enablements have been granted access for inquiry or transactional purposes.

"Secure Token Sign On" means an enhanced security option enabled by means of a security device (token), which requires the User to enter a Passcode in place of a Password. Your Passcode is a combination of your Personal Identification Number (PIN) and a one-time code generated by your token device.

"Special Reporting Services" refers to a special set of downloadable reports made available only to certain customers accessing eTreasury+.

"User" means individuals who have been entitled to review and or act upon accounts and/or services in granted to your company's eTreasury+ Company ID.

"User Setup" means the function through which the Primary User may add, edit, or delete eTreasury+ Users to allow access to all or some of the accounts and services included in your company's eTreasury+ Company ID.

"Username or User ID" means a string of numbers and/or characters that is either defined by a User or is provided to you by People's United Bank, which is used to validate User access to eTreasury+.

People's United Phone Numbers:

For more information about this Business Online Banking (eTreasury+) Agreement or People's United products, please call the People's United Call Center at 800-525-9248.

This telephone number should also be used if you need help or assistance with a Bill Payment, or need general assistance with eTreasury+ and you do not use a Digital Password Device to login to eTreasury+.

Users that DO use a Digital Password Device to login to eTreasury+ should contact People's United Bank Treasury Management Services directly at 1-866-831-5717. This telephone number should also be used if you need help or assistance with originating an ACH transaction or a Wire Transfer (or if you are interested in subscribing to these services).

Visit our Internet home page at www.peoples.com.