

Consumer Deposit Account Agreement

INCLUDED IN APPENDIX:

- **Electronic Fund Transfers Disclosure Statement and Agreement**
- **Funds Availability Policy**
- **Substitute Check Policy Disclosure**

Effective October 2011

People's United Bank
850 Main Street
Bridgeport, CT 06604-4913

peoples.com

Member FDIC

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**People's United
Bank**



Consumer Deposit Account Agreement

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PROVISIONS OF SPECIAL INTEREST

This Agreement contains important information about your account. Please read it carefully. We find that our customers may find the following sections to be of particular interest:

- Examining Statements – Your Responsibility
- Overdrafts and Returned Items
- Waiver of Jury Trial
- Right of Set-Off
- Stopping Payment on a Check or Draft
- Funds Availability Policy

If you have any questions about this Agreement or your account, please contact us at your local branch, on-line, or at the Call Center.

I. INTRODUCTION

The Consumer Deposit Account Agreement (“Deposit Account Agreement” or “Agreement”) contains the terms and conditions that apply to your deposit account with People’s United Bank. It consists of the provisions contained in this document as well as other documents that are provided to you separately, now or in the future. These other documents may include those listed below. This Agreement supersedes any prior written, electronic, or oral agreements or understandings that we may have with you concerning your deposit account and all other matters addressed in this Agreement.

Deposit Product Description	Provided or made available to you separately when you opened each of your deposit accounts
Schedule of Deposit Account Charges, Deposit Accounts Schedule of Interest	Provided to you separately when you opened your account
Retirement Account Custodial Agreement	If your deposit account is part of a Retirement Plan, provided to you separately when you established your plan
Coverdell ESA Custodial Account Agreement	If you have a Coverdell Education Savings Account, provided to you when you opened your account
Health Savings Account Custodial Agreement	If you have a Health Savings Account, provided to you when you opened your account
Personal Credit Line Agreement	If you have a Checking Account and you requested and we have approved a Personal Credit Line for you, provided to you when you established your credit line
Online Agreement	If you execute transactions on your account online, provided to you when you signed up online

DEFINITIONS

Terms and Glossary

Throughout this Agreement the words “we,” “us,” “our,” “the Bank” and “People’s United” mean People’s United Bank and its successors and assigns. The words “you” and “your” mean any person or entity that has a deposit account with us and includes each person with a joint account. Other capitalized terms have special meanings and are defined throughout this Agreement and/or in the Glossary at the end.

Headings

The headings used in this Agreement are for convenience only. They do not define or in any other way limit or expand your or our rights under its terms.

CONFIDENTIALITY

The confidentiality of your deposit account information is subject to applicable state and federal law. However, you agree we may disclose your deposit account information for proper business reasons, including release and disclosure to our affiliates, subsidiaries, contractors, agents, attorneys, and auditors. In addition, we may release and disclose your deposit account information to third parties in response to any law, regulation, rule, or order, or to government authorities as may be permitted by law or regulation, or if we have

reason to believe you have violated any law. Further information related to the confidential treatment of your deposit information and when we may disclose information about your account is provided in the Electronic Fund Transfers Disclosure Statement and Agreement ("EFT Agreement") included as an Appendix to this Agreement and the Bank's Privacy Policy contained in the Privacy Policy and Affiliate Marketing Notice provided to you when you opened your account. A copy of this notice is sent annually to our consumer customers and is also available online and at any branch.

If you have a joint account, you agree that we may release any information about the account, including your personal information, to the joint owners on the account, their heirs, and any third party considered authorized to act on behalf of the joint owner(s).

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNTS TO CREDIT BUREAUS, INCLUDING LATE OR MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT. THESE MAY BE REFLECTED IN YOUR CREDIT REPORT.

RIGHT TO CHANGE TERMS OF THIS AGREEMENT

You agree that we have the right to change any term or condition of this Agreement and to add new ones, and that any such changes will be binding upon you, any additional owners or authorized signers, and your and their heirs, successors, representatives, and beneficiaries, as the law allows. If the change is required by federal or state law or regulation, we may not give you any prior notice. Otherwise, at our option, we will either post notice of these changes in each of our offices where we accept deposits, mail or email notice of the changes to you at your most recent address or email address as shown on the Bank's records for your account. Notice will be given within any time period required by law. You agree that our posting, or mailing or emailing of notice of changes to the last address or email address we have for your account in our records, will be sufficient notice to you of any change. Any use of an account after the notice is given or posted will be an additional indication of your notice of and agreement to the changes.

II. GENERAL RULES FOR ALL DEPOSIT ACCOUNTS

ESTABLISHING YOUR ACCOUNT

Authorizations

By signing or making your mark on a signature card or by otherwise accepting or using an account, you agree (1) that your account and all other related deposit accounts ("Related Accounts") will be governed by the terms and conditions of this Agreement, and (2) that any information you have supplied to us or will supply to us in the future is complete and correct. You also agree to this on behalf of anyone you have named as an authorized signer on the account, and your heirs, successors, representatives, and beneficiaries.

By signing or making your mark on a signature card or by otherwise accepting or using an account, you and all current or future authorized signatories or otherwise designated individuals authorized by you to use your account also hereby certify that you and each authorized signer and/or designated individual do not, nor will you or they ever engage in restricted transactions, such as internet gambling. Such transactions are prohibited from being processed into or out of your account(s) via any means, including but not limited to check or check collection systems, or electronic transactions.

Your Signature

Your signature (or mark) on the signature card, whether made on paper or made electronically, is your authorized signature. You may be required to make your signature or mark on a computerized "signature pad", which will allow us to store your signature electronically for comparative purposes.

You may use a replica signature device, for example, a rubber stamp

as your signature for any item(s) drawn on or against your account. By using a replica signature, you authorize us to honor any check or instruction that bears or appears to bear your replica signature, even if it was made by an unauthorized person or with a counterfeit replica signature device. You agree to reimburse us for any losses, expenses, or costs, including attorneys' fees, incurred by us in the event a check or instruction is provided to us with an unauthorized replica signature.

For the payment of funds and for any other purpose relating to any account you have with us, you authorize us to recognize your signature, however, you agree we will not be liable to you if we should refuse to honor your check or other signed instruction if, in good faith, we believe the signature or mark appearing on the check or instruction is not genuine.

Dual Signature Requirements Not Permitted

We do not accept an account for individuals that requires the signature of two or more persons for a withdrawal. If more than one person is authorized to write checks or draw items on your account, you agree that we can honor checks signed by any individual authorized signer, even if there are two or more signature lines on the items and two signatures are required according to your own internal standards. You expressly represent that any signature requirement that you may have now or in the future does not and will not apply to us.

Furthermore, notwithstanding any provisions to the contrary on any signature card or other agreement you may have with us, you agree that if any account purports to require two or more signers on items drawn on an account or withdrawals from the account, such provision is solely for your own internal control or other personal purposes and is not binding on People's United Bank which is authorized to honor checks signed by a single authorized signer. Further you agree to hold People's United Bank harmless from any losses, expenses, or costs, including attorneys' fees, incurred by us on account of any claims against us alleging that two signatures were required.

Address Required

You must furnish your mailing address whenever you open an account with us and you must provide us with a new mailing address whenever the last one you gave is no longer correct. If you wish to use any of our online services you will need to provide us with your email address and with your new email address whenever the email address you gave us is no longer correct. We are not responsible for any loss caused if you give us an incorrect address or email address, or if you do not give us a new mailing address or email address.

Identification When Opening and Using an Account

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Information provided by you at the time your account is opened is subject to verification.

When we say "Card", we mean your People's United Bank ATM Card, MasterMoney® Debit Card, Platinum MasterMoney® Debit Card, or Health Savings Card, unless otherwise specified. You may use your Card at a PIN Entry Device ("PED") in our branches to speed the identification process prior to a transaction or other inquiry. If your Card has not been activated, you will be required to activate it to use your Card at a PED. Note, however, that any use of a PED will not be considered the use of an access device and will not be subject to the EFT Agreement.



Taxpayer Identification Number Required

When you open your account, you must certify to us a correct Taxpayer Identification Number ("TIN"). For individuals the TIN is your Social Security Number. The primary TIN (the TIN associated with the first named person on the account title) will be used for IRS information reporting purposes. If you are a nonresident alien, you must certify to us this fact, and provide us with a Form W-8 listing your permanent (foreign) address.

If you do not provide us with your correct TIN, or if you are a nonresident alien and do not provide us with a signed Form W-8, your account earnings, if any, may be subject to backup withholding assessed by the IRS.

If we are notified by the IRS that you have used an incorrect TIN or that you have failed to report all your reportable interest and dividends to the IRS, your account will be subject to backup withholding.

If you do not provide us with your correct TIN or if you are a nonresident alien and do not provide us with your permanent address, we reserve the right to close your account.

Authorization to Obtain Credit Report

By signing or making your mark on a signature card or by otherwise accepting or using an account, you and all current or future authorized signatories or otherwise designated individuals authorized by you to use your account authorize us to make whatever credit investigation we may deem appropriate, including obtaining your credit report from a credit reporting agency, along with periodic updates in connection with your use and renewal of any Card issued for your account, and you hereby authorize the Bank to obtain credit reports and updates thereto as we deem appropriate in our sole discretion.



ACCOUNT OWNERSHIP





Joint Account

This is an account in the names of two or more persons that is payable to any one of the persons or the survivor. We are entitled to rely on instructions regarding a joint account (including, but not limited to, honoring checks, orders, or withdrawals) from any person named as a joint owner. All deposits or additions to the account will become the property of each owner as joint tenants, and any joint owner may withdraw the entire amount in the account.

Any joint owner has the authority to endorse for deposit to your joint account any check, draft, or other Item payable to any or all of the joint owners of the account. For certain checks, such as a check drawn on the U.S. Treasury, we may require all persons to whom the check is payable to endorse it.

We will not be liable to any owner for continuing to honor checks or other orders drawn by, or withdrawal requests from, any owner, even if we receive written notice signed by an owner not to pay or deliver any joint deposit or addition or accrual thereon. However, after the receipt of such notice, we may require the written authorization of any or all joint owners for any further payments or transactions on the account. At our sole discretion, we may decide to place a hold on or close the account.

We may be required by service of legal process to remit funds held in a joint account to satisfy a judgment entered against, or other valid debt incurred by, any owner of the account. If you or any other joint owner dies, we may honor checks or orders drawn by, or withdrawal requests from, the surviving joint owner(s). After you or any joint owner dies, we may treat the money in your account as the sole property of the surviving joint owners of the account who are still alive.



Savings Bank Trust (Totten Trust) Account

This is a special type of trust account that you open in your name in trust for another person or persons (the "beneficiary"). This type of account is sometimes called a Payable Upon Death Account or a Revocable Trust Account. While you are alive you are the owner of this account. You, as the owner, must include your Social Security Number on the account. Upon your death, the person named as your beneficiary becomes the owner of the account, if that person is still living.



If this account is a joint Totten Trust account, the rules for joint accounts also apply. When all the joint owners of the account die, the individual(s) named as the beneficiary becomes the owner of the account, if he or she is still living.

Each person named on a Totten Trust account as either an owner or beneficiary(ies) must be a natural person and not an entity, such as an estate, trust, corporation, or organization.

Uniform Transfers to Minors Act (Custodian) Account

This is an account opened under the Uniform Transfers to Minors Act applicable in the state where the account is opened. Your rights and duties are governed by that act or, if we transfer your account to another location, the Uniform Transfers to Minors Act in the state where we currently maintain your account may apply. When the minor reaches the age of twenty one (21) or other age of majority as the law allows, it is the responsibility of the custodian to transfer the funds to the minor. The minor's Social Security Number must be used on this account. You may not have more than one custodian or more than one minor per account. You may not pledge this account as collateral for a loan.

Fiduciary Account



This is an account that you open as a fiduciary as defined under applicable state law. A fiduciary includes a personal representative, such as an executor or administrator of an estate and a trustee under a trust agreement or will. In this type of account, the funds belong to the underlying entity or legal beneficiary and only an authorized fiduciary may withdraw or transfer funds from the account.

Minors' Accounts

In our discretion, we may choose to open a Savings Account for a minor, or in rare instances, a Checking Account including a minor as a co-owner, provided that we obtain a satisfactory indemnification for the account from the parent or legal guardian of the minor. In consideration of our opening such account, the minor's parent or legal guardian agrees to indemnify and hold us harmless from and against any and all claims, costs, losses, and liability in connection with the account, and both the minor and parent/legal guardian agree to waive any defense based on a minor's lack of capacity to contract.

Eligibility for Interest Bearing Checking Accounts

Federal law limits the types of depositors who are eligible to hold certain types of interest bearing Checking Accounts. Individuals are eligible for this type of account, but certain restrictions may apply. Contact us for clarification by sending us your question online, phoning our Call Center, or checking with your branch representative.

TRANSACTIONS

Identification When Making Transactions on Accounts

We require proper identification, as determined in our sole discretion, to make any withdrawal from any account and prior to accepting certain deposits. We, in our sole discretion, will establish from time to time the types of documents which will be deemed acceptable identification for account opening and other identification purposes. We may require more than one form of identification for our protection and yours, or as required by law. There are also occasions when we reserve the right not to accept a check for deposit or cash, even though more than one form of identification is provided.

Right to Refuse Any Deposit or to Close or Discontinue Accounts
We reserve the right to refuse to accept any deposit or withdrawal, to refuse to provide any service, to freeze or otherwise restrict an account, to stop offering any particular type of account, and to close any account. If we close your account, we may hold any funds in the account for a period of time to prevent losses to us from outstanding or returned Items, etc. Rights and obligations accruing prior to termination of an account or service, by you or us, will survive such termination.

Stale and Postdated Checks

A stale check is a check more than six (6) months old. At our option, we may either pay or dishonor a stale check upon presentment, without liability to you or any owner of the account. A postdated check is a check you have issued that bears a date later than the date it is presented. Under the law we are not liable if we honor a postdated check upon presentment. It is our policy not to accept any postdated check for future deposit, but we will not be liable if we do so.

Dormant, Abandoned, and Inactive Accounts

Your account will be considered dormant or abandoned if you do not deposit or withdraw funds to or from your account (not including certain automated transactions), or if you do not acknowledge your account for a period of time set by the applicable state law. State laws require that under certain circumstances funds in dormant or abandoned accounts must be turned over to the appropriate state government office. You agree that we are not responsible for any funds transferred pursuant to applicable laws and regulations and our internal procedures in compliance with those laws, or for any expenses in connection therewith. You agree that we may charge your account such fees as we may determine which are allowed under the law in connection with dormant or abandoned accounts, including monthly fees and any charges in connection with notifying you, advertising, or turning over the funds to the appropriate state authorities.

Unless otherwise prohibited by the laws governing your account, we may consider your account inactive if for a time period as determined by us, there is no activity on your account (for example there are no deposits or withdrawals on you account, and/or you have not acknowledged your account in writing) or if two or more documents concerning your account that we sent to you by mail or electronically are returned to us as undeliverable.

If we consider your account inactive we may in our sole discretion take any one or more of the following actions: (1) hold all statements, (2) discontinue sending you information related to your account by mail or electronically until you provide a valid postal or electronic address to the Bank, (3) terminate automated payment instructions, or (4) discontinue the payment of interest. Fees and charges will continue to apply to the account. Additionally, if we consider your account inactive, information related to your account that is sent to you and returned to the Bank as undeliverable, including statements and notices, may be held by the Bank for you to pick up or destroyed in our sole discretion.

Accounts Not Negotiable and Not Transferable

Savings Accounts, including Money Market Accounts, Certificate of Deposit accounts ("CDs"), and Jumbo CDs are not negotiable and not transferable except on the books of People's United Bank. You may make arrangements with us to transfer your account to someone else or use it as collateral for a loan with People's United Bank. Accounts which are opened under the Uniform Transfers to Minors Act, Health Savings Accounts, or accounts which are opened under a Retirement Plan, Coverdell Education Savings Plan ("Education Plan"), may not be used as collateral for a loan.

Passbook Accounts

For your protection, we require that the passbook be presented each time a withdrawal is made from a passbook account. However, at our option, we may allow any person who has the right to withdraw money from the account to withdraw money from the passbook

account without presentment of the passbook upon showing us proper identification and good cause. You agree we will not be liable for any withdrawal made without presentment of a passbook that we allow in good faith.

If you lose your passbook, you must file an application for a new passbook and complete such other documentation as we require. Any other person who has the right to withdraw money from your account must also sign the application and other documentation required. You can make a withdrawal on the seventh Business Day after the completed application is filed. We will charge you the amount stated in the Schedule of Deposit Account Charges ("Schedule of Charges") for a new passbook.

Powers of Attorney

In our discretion, we may choose to accept a document appointing an attorney-in-fact or other agent ("Agent") on an account, provided that the document is in a form satisfactory to us. We may refuse to honor any such appointment, unless prohibited by applicable law. If such an Agent is appointed by you (the "principal") on an account, you authorize us to pay, withdraw, transfer, or make orders for payments and transfers to and from the account using any of the services available on the account, and/or open and close the account, if instructed to do so by the Agent, all without question or further inquiry from us. In accordance with applicable law, some powers of attorney may provide that the attorney-in-fact may continue to act despite the incompetency of the principal, and we may continue to rely upon your Agent's authority if this is the case.

YOU ASSUME ALL OF THE RISK OF LOSS FOR ANY ACTIONS OF THE AGENT ON YOUR ACCOUNT. We may honor instructions from your Agent until we receive a written revocation of the Agent's authority signed by you or another Agent or written official notice of your death or judicially declared incompetence, and until we have had a reasonable time after such receipt to act upon it.

You agree to indemnify and hold us harmless from and against any and all claims, losses, costs, expenses, or damages, including court costs and attorneys' fees, arising out of or connected with our acceptance of the appointment of an Agent on your account, or our acting in reliance upon the authority of the Agent. This indemnification will be binding upon you, your representatives, heirs, or beneficiaries, and upon any joint owner or other authorized signer on the account.

Notice of Withdrawal from Certain Deposit Accounts.

Federal regulations require that we reserve the right to require that you give us written notice seven (7) days before making a withdrawal from any account except a CD and the funds allocated to the transaction sub-account for your Checking Account.

Electronic Transactions

There are many types of electronic transactions that may be made with your accounts. These may include ATM Transactions, Online Transactions, Telephone Banking Transfers, Preauthorized Transfers, POS Transactions, and ACH Transactions. These are described in the EFT Agreement, which is provided in the Appendix of this Agreement.

STATEMENT ACCOUNTS

Statements

All Checking Accounts are Statement Accounts and all Savings Accounts (including Money Market Accounts) and CD accounts are Statement Accounts as well if they do not use a passbook. If you are the first named owner of a Statement Account, we will mail, send electronically, or otherwise make available to you one or more statements each month, quarter, or annually as applicable, showing all of the transactions that have occurred in your statement accounts, Retirement Plan accounts, or Education Plan accounts for the statement period. If your account is a joint account, statements

will only be sent to one location even if joint owners have separate mailing addresses. We may combine periodic statements for more than one account where one or more owners of the accounts are the same.

If you do not receive any statement, you agree to notify us within ten (10) days of the time when the statement would ordinarily be received.

Electronic Statements

If you elect to receive electronic statements through People's United Online™, you will not receive paper statements in the mail. Additional terms and conditions governing electronic statements are provided in the EFT Agreement and in the Online Agreement which are incorporated into and made a part of this Agreement.

Related Accounts

Any Checking Account owner may establish Related Accounts, which must have at least one owner name and TIN in common with the Checking Account in order to be related to the same combined statement package. We reserve the right to limit or change at any time the number and/or type of other personal deposit accounts that you may open or add to your package of Related Accounts.

Examining Statements - Your Responsibilities

You agree to promptly examine your paper or online statement for errors or transactions you did not authorize. You agree to promptly reimburse us for any erroneous credit to your account. If you believe there is an error related to an EFT, follow the procedures described in the EFT Agreement. If you believe there is an error that does not involve an EFT, follow the procedures described below in this section.

You should examine your statement, reviewing all transactions that appear on it. You should examine any check images that may be included in your statement. If your statement does not include check images, you may view your check images online at peoples.com or request copies. You must notify us within thirty (30) days after the date the statement was mailed, emailed, or otherwise made available to you, whichever is earlier, (1) if you find any error, including, without limitation, any unauthorized signature on or alteration of a check or other draft (2) if there is any missing or fraudulent endorsement on a check or other draft, or (3) if you find an unauthorized wire or transaction not covered by the Electronic Funds Transfer Agreement. If you do not notify us within this time period, we may not be liable for any of these items or for any loss to you.

Investigation of Unauthorized Transactions

You agree that we will have a reasonable time to investigate any alleged unauthorized transaction before we 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. If you fail or refuse to give us such assistance, we may charge the full amount of the alleged unauthorized transaction back to your account without further liability to you as permitted by law.

INTEREST AND CHARGES

Payment of Interest

We pay interest on all non-cash deposits to interest-bearing accounts from the day of deposit, except for Jumbo CDs on which we pay interest only on collected funds. We use the Daily Balance Method to calculate interest on all other interest bearing accounts. The annual percentage yield stated on any CD offered assumes interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings on the account.

Schedule of Interest and Schedule of Charges

The interest rates we pay on interest bearing accounts, the applicable method of compounding used, and when interest is credited to your account are set forth in the Deposit Accounts Schedule of Interest ("Schedule of Interest"). If you have an interest bearing account you received a copy of the Schedule of Interest in effect when you opened your account along with this Agreement.

The charges applicable to all of People's United Bank Consumer deposit accounts are set forth in the Schedule of Deposit Account Charges ("Schedule of Charges"). You received a copy of the Schedule of Charges in effect when you opened your account along with this Agreement.

Copies of the Schedule of Interest and Schedule of Charges are posted online at www.peoples.com and in each branch. We reserve the right to make new charges, to change our present charges, to change interest rates, and to change the way we pay interest. You will be given notice of any changes in charges or interest rates as required by law.

OVERDRAFTS AND RETURNED DEPOSITS

General Overdrafts and Fees

An Overdraft takes place on an account when an Item is presented for payment on the account and there are insufficient funds or insufficient available funds to pay the Item in full. The following are important matters regarding Overdrafts which are discussed more fully in the sections below:

- The decision to pay an Overdraft Item or to return the Item unpaid is in the Bank's sole discretion.
- If an Overdraft occurs at an ATM or is due to a one-time transaction using your Card, the Overdraft Item will be denied or returned automatically unless you choose to opt into our overdraft service.
- When an Overdraft occurs on your account, Overdraft Fees or Uncollected Fees will be charged against your account.
- The Bank may post transactions to your account in a different order than that in which they occurred. This may affect the number of Overdraft Fees or Uncollected Fees you incur.
- If an Overdraft is paid you agree to repay the Bank immediately.
- The Bank offers various Overdraft Protection Services that may be beneficial to you to protect against Overdrafts.

Bank's Decision to Pay an Overdraft Item

If there are insufficient funds or insufficient available funds in your account to pay an Item drawn against your account when an Item is presented for payment, the Bank in its sole discretion may pay the Item or return the Item unpaid. We will determine whether your account contains sufficient funds to cover any check or other Item drawn on the account. The decision to pay any Overdraft remains strictly ours. An Item is any method that may be used to transact on your account, including a check, Substitute Check, in-person withdrawal, ATM withdrawal, POS transaction, Telephone Transfer, preauthorized payment, direct deposit, ACH transaction, bill payment instruction, transaction made by electronic means, or a draft or funds transfer drawn on your account. The Bank's decision to pay an Overdraft Item may be based on a number of factors, including the length of time you have had a checking account with People's United Bank, the size or frequency of your deposits into the account, and the balances you have with us in other deposit accounts

If there are insufficient funds or insufficient available funds in your account to pay a transaction at an ATM or a one-time transaction using your Card, we will follow the procedure described in the "Overdrafts at ATMs or One-Time Card Transactions" section below.

Overdrafts at ATMs or One-Time Card Transactions

If you attempt to make a transaction at an ATM or a one-time transaction using your Card for an amount greater than the available balance in your account, we will use commercially reasonable efforts

to prevent the authorization of the transaction unless you have chosen to opt into our overdraft service. If you have not chosen to opt in, and your transaction is authorized and paid resulting in an Overdraft on your account, you will not be charged an Overdraft or Uncollected Fee.

If you opt into our overdraft service, we may authorize the transaction in our sole discretion. If you have chosen to opt in, your account will be charged an Overdraft Fee or Uncollected Fee, as applicable.

To find out more about our overdraft service and how you might opt in, or to find out how you might revoke your opt-in selection, contact us at any of our branches, online, or at the Call Center at the numbers listed on the last page of this Agreement. You must give us a reasonable amount of time to act, after you have provided us with your election to opt in or your decision to revoke your election.

Fees

Unless otherwise provided in this Agreement, you will be charged an Overdraft Fee or an Uncollected Fee for each Overdraft occurring on your account. These fees are listed in the Schedule of Deposit Account Charges provided to you.

An Overdraft Fee will be charged against your account if there are insufficient funds in your account to pay an Item drawn against your account. If the Item is not paid, the Overdraft Fee is called a Returned Overdraft Item Fee, and if the Item is paid, the Overdraft Fee is called a Paid Overdraft Item Fee.

An Uncollected Fee will be charged against your account if there are insufficient available funds in your account to pay an Item drawn against your account. If the Item is not paid, the Uncollected Fee is called a Returned Uncollected ("UAF") Item Fee, and if the Item is paid, the Uncollected Fee is called a Paid Uncollected ("UAF") Item Fee.

Order of Posting Items to Your Account

The Bank reserves the right to post Items to your account in any order it chooses and this may affect the number of Overdraft Items and Fees assessed against your account. Generally we handle the posting of Items presented against your account by first sorting them into different categories. We usually post each category of Items in the following order: (1) deposits and credits, (2) on-line bill payments and transfers, (3) withdrawals which we have paid already such as checks you cashed at a branch, ATM withdrawals, and debit card purchases, and (4) other withdrawal Items such as incoming checks or ACH debits. If multiple transactions in the same category occur on the same day they usually are further sorted from highest to lowest dollar amount.

Once again please note that the way we post Items to your account may affect the number of Overdraft Fees you incur. For example your account may have an available balance of \$500 on a day when the Bank is presented with checks drawn on your account in the amounts of \$900, \$100, and \$50. If the Bank posts the \$900 Item to your account first, your account will be charged three Overdraft Fees. If the \$900 Item is posted last, your account will be charged only one Overdraft Fee.

Repayment of Overdraft

You agree to pay us immediately the amount of any amount advanced as an Overdraft, including any fee charged, interest, or other costs we incur in collecting the Overdraft whether you signed or requested the withdrawal or participated in the transaction creating the Overdraft. The costs may include, but are not limited to reasonable legal fees and expenses.

Overdraft Protection Services

The Bank offers Personal Credit Lines and Overdraft Sweep Protection which qualified account holders may find useful in helping to avoid Overdrafts and Overdraft Fees. Contact us at your local branch,

on-line, or at the Bank's Call Center to find out more about the terms and fees associated with these services and how you may qualify for them.

Returned Deposits and Your Waiver of Rights

If a check or other Item which you cash or deposit to your account is returned to us unpaid, we will deduct the amount of the returned check or Item from your account and notify you. You will be charged a Returned Deposited Checks/Drafts Fee ("Returned Item Fee") which will be deducted from your account. We may also deduct any interest that accrued from the date of deposit of the check or other Item or the date we cashed the check or other Item.

Our right to deduct the amount of the returned check or other Item from your account shall extend to any check or Item cashed or deposited into your account that is paid and then returned because of a claim that the check or Item is altered, forged, unauthorized, missing a signature, or should not have been paid for any reason. Furthermore, even if we verify a deposited or cashed check and inform you that the check has been paid, that will not release your liability as an endorser of the check.

If there are not sufficient available funds in your account to cover the returned check or other Item, including accrued interest if any, an Overdraft will occur on your account and you will be responsible to immediately pay us the balance. Whenever an overdraft occurs on your account due to the charge back of a returned Item, you will be charged an Overdraft Fee or an Uncollected Fee in addition to the Returned Item Fee.

You hereby waive your right to have us notify you about this by the end of the day after we receive notice that your check or other Item will be returned to us unpaid.

Dishonored Check Penalties (New York State Only)

If a check presented by you payable to us is dishonored by the bank on which it was drawn, and you do not make payment to us after we notify you that the check was dishonored, you may be sued under Section 11-104 of the General Obligations Law of New York to recover payment. If a judgment is rendered against you in court, it may include not only the original face amount of the check, but also additional liquidated damages as follows: (1) If you had no account with the bank on which the check was drawn, an additional sum which may be equivalent to twice the face amount of the check or seven hundred fifty dollars, whichever is less; or (2) If you had insufficient funds on deposit with the bank upon which the check was drawn, an additional sum which may be equivalent to twice the face amount of the check or four hundred dollars, whichever is less.

Criminal penalties may also apply.

DISPUTES/LEGAL MATTERS

Disputes Involving Your Account/Limit of Liability

In the event a dispute or other claim involving your account arises between you and People's United Bank, or between you and a joint holder, an authorized signer, or a third person that causes us to become involved, you agree you are liable for any loss, costs, or expenses, incurred by us, including photocopying, research, administrative costs, and attorneys' fees, to the extent permitted by law. You authorize us to deduct such losses, costs, and/or expenses from your account without prior notice.

Unless and only to the extent prohibited by law, our liability to you on any claim against us may be reduced by any negligence on your part (or any of your agents), your failure to review your account statements in a timely manner, your failure to comply with your reporting requirements under this Agreement, your failure to safeguard your blank checks or other identifying account related information, including your Personal Identification Number(s), your Customer Access Code(s), and password(s) used for online banking,

any insurance or other recovery that you make or are entitled to in connection with the claim, and any damages that could not have been avoided by us by the use of ordinary care.

YOU AGREE THAT WE WILL HAVE NO LIABILITY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY ACTION CONCERNING, CLAIM TO, OR DISPUTE OVER YOUR ACCOUNT, UNLESS PROHIBITED BY APPLICABLE LAW. OUR LIABILITY FOR ANY SUCH CLAIMS WILL BE LIMITED TO THE ACTUAL VALUE OF ANY DEPOSITS NOT CREDITED, WITHDRAWALS NOT PROPERLY DEBITED, OR THE FACE VALUE OF ANY TRANSACTION OR ITEM IMPROPERLY PAID OR DISHONORED.

Indemnification

You agree to indemnify us and hold us harmless from any claims, costs, or losses (including attorneys' fees) arising from your act or omission, or from any breach by you or your agent(s) of this Agreement or which may otherwise arise under this Agreement.

Governing Law/Venue

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 preempted or superseded by federal laws, rules, or regulations. The applicable state law will be the law of the state where the account was opened. If your account is not opened in person and if we have a deposit-taking branch in the state of your residence, the law of the state of your residence shall govern, otherwise the law of the state of our home office shall govern. Currently, our home office is located in Bridgeport, Connecticut.

This Agreement will be enforced in the courts of the state whose laws apply to the Agreement, to the extent not superseded, 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 Agreement in the county where your account is located. Unless your account has been relocated, your account is located in the branch where it was opened. You may contact us at the Call Center to confirm where your account is located.

Change in Law/Unenforceability

If any clause of this Agreement is or becomes unenforceable under federal or state law or regulation, the remaining clauses will remain in effect and fully enforceable.

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, including but not limited to, acts of God, your acts or omissions, 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.

Waiver of Jury Trial

You and we agree to waive our rights to a trial by jury in any action, proceeding, or counterclaim arising out of or connected with this Agreement or your account.

Right of Set-Off

We have the right, in some cases, to take money from any of your accounts to make an overdue payment on a loan or to pay off a loan or other debt that you owe us. We might do this, for example, if you overdraw your Checking Account and do not pay the money back or you miss a payment due on a loan. We might also do this if a check, EFT, or other Item which is deposited or otherwise credited to your account or which we cash for you is returned to us unpaid.

If your account is a joint account, you agree that we may withdraw money from your account to pay off or make overdue payments on any loan or debt owed to us by any person named as an account holder on your account, regardless of whether that person has signed the signature card. If your account is an individual account, you agree that we may withdraw money from your account to pay off any loan or debt owed to us by you, individually or jointly with other persons.

Waiver of Rights

We may waive any of our rights under this Agreement without waiving any other rights we have. Also, if we do waive a right, that does not mean we will always waive it. We may delay enforcing our rights under this Agreement without waiving them.

Legal Process

Legal process affecting your account may include a tax levy, attachment, garnishment, subpoena, restraining order, warrant, execution, or other such order. In the event we are served with such legal process we must obey the order. If your account is subject to such an order we will not be liable to you for any sum that we may be required to pay from your account, even if compliance with the order leaves an insufficient amount in your account to honor any check or other Item, and even if such order is ultimately found to be invalid or improperly served.

A garnishment or other levy against your account is subject to our right of set-off and security interest in your account(s) with us. Any expenses or costs we incur including but not limited to, our Legal Processing Fee, Overdraft Fee, Uncollected Fee, or service charges as provided in the Schedule of Charges, and any fees for photocopying, research, administrative costs, and attorneys' fees incurred by us when responding to a tax levy, attachment, garnishment, execution, or other order will be charged to you and may be debited from any account you have with us without prior notice to you, even if such charges result in Overdraft Fees or early withdrawal penalties.

Notice And Other Mail

Any notice you send to us will not be effective until we actually receive it and have a reasonable opportunity to act on it. If there is more than one owner on your account, we may send account related information to any one of them. You assume the risk of loss in the mail. Any notice we send you will be effective when mailed, sent electronically, or otherwise made available to you.

III. ADDITIONAL RULES FOR CHECKING ACCOUNTS

CHECKS AND IMAGING

At our discretion, and subject to applicable law, we will mail to you (1) images of your cancelled checks (front and back or front only), or (2) your account statement without your cancelled checks or Check Images. We may destroy original cancelled checks if we have created a copy or image of the check. At any time we may change the method by which we provide you with records of your cancelled checks and we may cease sending you images or copies of cancelled checks. In all cases we will retain images of your cancelled checks in our records as required by law or longer in our sole discretion.

We will make checks, copies of checks, or Check Images available to you for research purposes at your request or to others as may be required by legal process. You may incur a charge when you obtain a copy of your check or Check Image from us. You agree that by maintaining Check Images as described above, we are making your cancelled checks available to you in a reasonable manner.

Notwithstanding the above, a check that has been converted by the payee of the check to an electronic fund transfer ("EFT"), also known as "electronic check conversion," will not be made available to you from us. In this case, your statement will reflect an EFT transaction, and you must contact the payee to obtain a copy of your original check.

STOPPING PAYMENT ON A CHECK OR DRAFT

Stop Payment Order

You or any authorized signer on your account may order us to stop payment on a check that you write or on a draft written by a third party on your account, at your sole risk. You must give us a reasonable amount of time to act on the stop payment order before the check or draft is presented to us for payment. You must also provide us with information which we consider sufficient for us to identify the check or draft with reasonable certainty. You must contact us at the Call Center, branch, or online in order to stop a payment. The EFT Agreement describes how to stop payment on preauthorized transfers.

If you provide your Checking Account number to a third party for the purpose of writing drafts on your account, such drafts are properly payable, and we will pay such drafts (subject to availability of funds) unless you have placed a stop payment order in accordance with this section.

Stop Payment Fees

If you stop payment on a check or draft, we will impose a stop payment fee. We will charge you the amount stated in the Schedule of Charges for each stop payment order. You agree you are liable for any losses, costs, or expenses, including reasonable attorneys' fees, to the extent permitted by law, incurred by us involving your order to us to stop payment on any check or draft. You authorize us to deduct such losses, costs, or expenses from your account without prior notice.

Stop Payment Effective Period

An oral stop payment order is effective for only fourteen (14) calendar days. To extend this time, you must send us a written order within the fourteen-day period. A written order is effective for six (6) months unless renewed in writing. We are not liable for any checks or drafts paid after the expiration of a stop payment order.

THIRD-PARTY CHECK-WRITING SERVICES

In the event you choose a third-party check-writing or other third-party payment service, you agree that we will not be liable for any loss or harm arising from a transaction entered into by such party with or without your authorization. Any order to pay issued by such party on your account shall be deemed authorized as if you had signed the order, whether such order is in fact signed and/or authorized by you.

You further agree that in the event a dispute arises out of such an arrangement with any party, you are liable for any losses, costs, or expenses we incur, including reasonable attorneys' fees, to the extent permitted by law. You authorize us to deduct such losses, costs, or expenses from your account without prior notice.

If you want to stop all future transactions from your account by such third party, you must take the following actions: (1) send to the third party a written revocation of the authorization previously given by you to that third party; and (2) write us to place a stop payment order as described elsewhere in this Agreement, and in connection with such call or writing you must specifically state that you would like to stop all future transactions by that particular third party. You agree we may require that you close your existing accounts and open new accounts in order to stop access to your account by the third party.

ACCOUNT STRUCTURE

Each Checking Account will act as a master account, for which we will establish a transaction sub-account and a holding sub-account. You will continue to conduct your banking transactions at the master account level, and all information that is made available to you about your account will be at the master account level. At the beginning of each month, we will allocate funds between the two sub-accounts. All debits will be processed against your transaction sub account, and periodically we will transfer funds from the holding sub-account to

the transaction sub-account to cover those activities. In accordance with federal law, no more than six (6) transfers per calendar month will be made from the holding sub-account; on the sixth (6th) transfer, all funds in the holding sub-account will be transferred to the transaction sub-account for the remainder of the month.

IV. ADDITIONAL RULES FOR CERTIFICATES OF DEPOSIT ("CDs")

A CD is a deposit account on which interest is earned during a stated period or term. A Jumbo CD is a CD with a minimum balance of \$100,000. There are different requirements for CDs and Jumbo CDs.

When you open or renew your CD or Jumbo CD, you will be informed of the rate and term of the CD or Jumbo CD. The Maturity Date of a CD or Jumbo CD is the first day after the last day of its term and is the first day a withdrawal of all your funds may be made without penalty.

RULES APPLICABLE TO REGULAR CDs

Deposits to a CD During Its Term

You may not make deposits to a CD during its term, unless you have a certain type of CD that specifically permits these deposits. If you have a CD that specifically permits one or more deposits during its term, you will be informed of the number and type of deposits that are permitted when you open your CD account.

Maturity - Automatic Renewal of CDs

If you do not withdraw or transfer all the money from your CD during the Grace Period, we will renew your account balance (principal and interest, subject to minimum deposit requirements) as of that date. Unless we tell you otherwise, the term of the renewed CD will be the same as the term of the matured account. The rate on the renewed CD will be the rate in effect on the Maturity Date for CDs of similar type, term, and deposit balance. If you do not withdraw the funds in your CD during the Grace Period, you will be considered to have accepted the renewal rate, annual percentage yield, and other account terms for the renewal term.

Transactions During Grace Periods

The Grace Period on your CD is the ten-day period beginning on its Maturity Date.

Deposits. One deposit may be made to a CD during its Grace Period. However, we reserve the right to refuse to accept additional deposits to any CD during the Grace Period.

Withdrawals. No interest will be paid on your CD after its term to the date of withdrawal if you withdraw the entire CD balance during the Grace Period. If a partial withdrawal or transfer from your CD is made during the Grace Period, interest will be earned on the funds withdrawn beginning on the Maturity Date to the date of withdrawal, and will be posted on the next regularly scheduled interest payment date.

Changes to CD Term. If you change the term of a renewing CD during the Grace Period, the CD will renew beginning on the date that the term is changed. Interest will be earned beginning on the Maturity Date to the date that the term is changed, and will be posted on the next regularly scheduled interest payment date. The renewed CD will earn interest beginning on the date that the term is changed at the rate in effect on that date for that CD's term.

Withdrawals from CDs

Your posted monthly interest earned may be withdrawn from your CD without penalty. However in order to make a premature withdrawal of principal from your CD, you must receive our consent, and a substantial penalty may be imposed. We may close your CD if the amount withdrawn drops the balance below the required minimum.

Early Withdrawal Penalties on CDs

The penalties for making an early withdrawal of principal from your CD are described below:

- For 91-Day CDs, you will lose 31 days' simple interest on the amount withdrawn.
- For CDs with an original maturity of 92 days to one year, you will lose 90 days' simple interest on the amount withdrawn.
- For CDs with an original maturity of more than one year, you will lose 180 days' simple interest.

Where the interest earned is less than the amount of the early withdrawal penalty, the difference must be paid from principal.

If you received a bonus premium of interest or merchandise for opening a new CD, and you subsequently close the account before its term expires, you will be assessed a penalty in an amount equal to the remaining unamortized value of the premium paid in addition to other applicable interest penalties.

RULES APPLICABLE TO JUMBO CDs

Opening A Jumbo CD-Rate and Term

You may select any Jumbo CD term between seven (7) and ninety (90) days, so long as the Maturity Date falls on a Business Day. In order to open your Jumbo CD, you must deposit cash or its equivalent in collected funds in the manner which we specify, by 3 p.m. ET on a Business Day. You will receive a receipt that will state the amount of your deposit, the interest rate that the funds will earn, and the Maturity Date. Funds, including the interest earned on the CD, will not be available until the Maturity Date.

Wire Transfer of Funds

If we specify that to open a Jumbo CD the funds must be wire transferred to us, and the funds arrive after 3 p.m. ET on the specified date, we may accept the deposit and pay you the rate of interest originally quoted to you for the number of days that your wired funds are in the CD during the remaining term ending on what would have been the original Maturity Date had the funds arrived in a timely manner. We also may accept the deposit subject to different terms that you and we agree to, or we may refuse the deposit.

Deposits to a Jumbo CD During Its Term

You may not make a deposit to a Jumbo CD during its term.

Withdrawals from Jumbo CDs

Interest may not be withdrawn without penalty from your Jumbo CD prior to its Maturity Date.

Jumbo CDs at Maturity

The principal and interest earned on your Jumbo CD may be withdrawn without penalty only on its Maturity Date. Jumbo CDs do not have a Grace Period. If you do not withdraw all the money from your Jumbo CD on the Maturity Date, we will renew your entire Jumbo CD balance (principal and interest, subject to minimum deposit requirements) as of that date.

Unless you request otherwise, the renewed Jumbo CD will automatically have a thirty-day (30-day) term, which may differ from the original term of the matured Jumbo CD. The rate on the renewed Jumbo CD will be the rate in effect on the Maturity Date for Jumbo CDs with a similar term and balance. Jumbo CDs with a term of thirty one (31) days or less do not receive a renewal notice.

Early Withdrawal Penalties on Jumbo CDs

If you withdraw all or any portion of the funds on deposit in your Jumbo CD before its Maturity Date you will lose an amount equal to all interest for the entire term on the amount withdrawn.



V. RETIREMENT PLANS AND EDUCATION PLANS

PERIODIC STATEMENTS

A Retirement Account is a Savings Account opened as part of a Retirement Plan. A Coverdell Account is a Savings Account opened as part of an Education Plan. All Retirement Accounts and Coverdell Accounts are Statement Accounts. You receive a combined periodic statement showing the account balance and transactions during the period for all your Retirement Accounts which are part of the same Retirement Plan, and/or a separate combined periodic statement showing the account balance and transactions during the period for all your Coverdell Accounts which are part of the same Education Plan.

SIGNATURE DOCUMENT

Retirement Plans

When you sign an Adoption Agreement naming us as the custodian or trustee for your Retirement Plan, you also sign a signature document for each of your Retirement Accounts within that Retirement Plan. By signing this document, you agree that all your present and future Retirement Accounts within that Retirement Plan, including those which you open online, by telephone, or by mail, will be governed by the terms and conditions of this Agreement which will include the Adoption Agreement.

Education Plans

You will sign a Coverdell ESA Custodial Account Agreement naming us as custodian for the Coverdell Account opened under this Education Plan. By signing this document, you agree that all your Coverdell Accounts will be governed by the terms and conditions of this Agreement which will include the Coverdell ESA Custodial Account Agreement.

Health Savings Account

You will sign a Health Savings Application and Agreement naming us as custodian for the Health Savings Account. By signing these documents, you agree that your Health Savings Account will be governed by the terms and conditions of this Agreement, which will include the Health Savings Account Agreement.

RETIREMENT ACCOUNT TRANSFERS

- (1) You may transfer money from your Retirement Account to another Retirement Account within the same Retirement Plan, and
- (2) You may transfer money from your Checking Account to an existing or new Retirement Account in your name.

You may make these transfers online, by phone, or in person at one of our branches.

You may also transfer money between your Retirement Money Market Account and your Retirement Brokerage Account with People's Securities, Inc. by calling 1-800-772-4400 if you have signed a Retirement Brokerage Account Adoption Agreement. We will not be liable to you for refusing to honor your telephone request if we believe in good faith that the person requesting the transfer is not authorized to do so.

APPENDIX:

- Electronic Fund Transfer Disclosure Statement and Agreement
- Funds Availability Policy
- Substitute Check Policy Disclosure

ELECTRONIC FUND TRANSFERS DISCLOSURE STATEMENT AND AGREEMENT

What This Agreement Is All About.

With your deposit account you can make what is called an electronic

fund transfer ("EFT"). An EFT is a transfer of funds at the Bank which is initiated electronically, for example, by telephone, online, at an ATM or POS terminal, or using a Card. Not all EFT services which we offer are available with every type of account. This EFT Agreement describes the types of EFTs that are available for each account, what to do if you have a question or problem about an EFT, and other important points about EFTs.

If a conflict exists between other sections of this Consumer Deposit Account Agreement and this EFT Agreement, this EFT Agreement will control.

The definitions in the Consumer Deposit Account Agreement also apply to this EFT Agreement. For the purposes of this EFT Agreement, the word "transfer" means a deposit or withdrawal at an ATM, a preauthorized deposit to your account, a payment from your account to us or to a third party, or a transfer of funds between your accounts.

Types of EFTs

There are many types of EFTs that may be made with your Checking and Savings Accounts. These may include ATM Transactions, Online Transactions, Telephone Banking Transfers, Preauthorized Transfers, ACH Transactions, and Point-of-Sale ("POS") transactions made with a Card.

Timing of Payments and Other Transfers

There may be processing delays between the time you tell us to make an ATM Transaction, Online Transaction, Telephone Transfer, or Preauthorized Transfer and the date we actually make the payment or transfer. Except as required by law, we are not liable for any loss that may result from such a delay if we use ordinary care in processing your request. In any event, we are not liable if we make or send the payment or transfer within five (5) Business Days after the date specified as permitted.

SPECIAL CODES FOR ELECTRONIC TRANSACTIONS

ATM Transactions - PINs

You will need a Card and a Personal Identification Number ("PIN") (which is sometimes referred to as a Personal Security Number) to use our ATM services at ATMs or POS terminals. You may request a Card and unique PIN for each account owner of your Checking Account or its Related Savings Accounts. Your PIN is a four digit number - for example, 1234 - that you choose and is known only to you. You can change your PIN in any of our branches or by calling the Call Center. If you forget your PIN, you can request to have a PIN reminder sent to you by calling the Call Center.

Online Transactions - Passwords

You will need a password to use our Online Transfer services. When first using your account online, you will be prompted to pick a password. Your password is a code that you choose and is known only to you.

Telephone Transactions - CACs

You will need a Customer Access Code ("CAC") to use our Telephone Banking services. A CAC is a number that you choose and is known only to you. You can reset your CAC at any branch location or by calling the Call Center. Once reset occurs, you will choose a new CAC the next time you call into our automated Telephone Banking system.

YOUR RESPONSIBILITY TO SAFEGUARD SPECIAL CODES

It is very important for you not to tell your, PIN, password, and/or CAC to anyone else and not to write it down where other people may see it. **DO NOT WRITE YOUR PIN ON YOUR PEOPLE'S UNITED ATM CARD OR MASTERMONEY DEBIT CARD!**

Your failure to safeguard your PIN, password, or CAC, may prevent you from recovering losses caused by unauthorized ATM Transactions, Online Transactions, or Telephone Transactions on your account. Furthermore if you permit someone else to use your PIN, password, or CAC, you are liable for any transactions made by that

person, even if that person exceeds the authority you have given them. You must give us notice in writing to revoke such permitted use.

TELEPHONE TRANSFERS

You may use your telephone and CAC to make the transfers listed below. These transfers are called Telephone Transfers.

- (1) You may transfer funds by telephone between your Checking Account and its related Savings Accounts (except passbook or Club Accounts).
- (2) You may transfer funds by telephone from your Checking Account to unrelated Savings Accounts in your name (except passbook or Club Accounts).
- (3) You may transfer funds from your Checking Account to any other deposit account in your name to which we allow Telephone Transfers to be made.

ONLINE TRANSFERS

You may use your password to make the transfers listed below, called Online Transfers, via the Internet:

- (1) to pay certain bills directly from your Checking Account. These Online Transfers are called Online Bill Payments;
- (2) to transfer funds online between your Checking Account and its related Savings Accounts (not including passbook accounts and Club Accounts);
- (3) to transfer funds from your Checking Account to any other deposit account in your name to which we allow Online Transfers to be made;
- (4) to transfer funds from your Checking Account to your identically-titled brokerage cash account at People's Securities, Inc.;
- (5) to transfer funds from your Checking or Savings Account to pay down your loans at People's United Bank; and
- (6) to draw funds from your People's United home equity line and transfer the funds to your Savings Account.

PREAUTHORIZED TRANSFERS

You may authorize us to transfer funds from your Checking and Savings Accounts. You may also authorize a third person to transfer funds from your Checking Account. Ordinarily, this would be to pay for goods or services which you purchased from the third party. These transfers are called Preauthorized Transfers.

You also may authorize us or a third party to withdraw amounts which have been deposited directly to your deposit account to correct deposit errors.

To use the Preauthorized Transfer service, you must make your request by contacting the Call Center or your branch or requesting online, or otherwise by a third party that you have authorized to receive Preauthorized Transfers from your account. You will need to tell us the payments or transfers you want us to make and the date you want them made.

Your Right To Notice Of Transfer Of Varying Amounts

If Preauthorized Transfers from your account vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

LIMITATIONS ON TELEPHONE, ONLINE, AND PREAUTHORIZED TRANSFERS

- (1) You may make multiple online bill payments each day from your Checking Account to pay each payee. You may also authorize future payments to each payee.
- (2) There is no limit on the number or frequency of transfers

that may be received in your Checking Account from its related deposit accounts or in each of your related deposit accounts from your Checking Account. In every other case, your Checking Account may receive only one transfer each day from each of your other accounts, including your People's Securities, Inc. brokerage cash account, and each of your other accounts may receive only one transfer each day from your Checking Account.

- (3) You are limited to six (6) Telephone, Online, and Preauthorized Transfers from each Savings Account per statement cycle.
- (4) You may only make transfers from your available funds.
- (5) For security reasons, there are other limitations on the number and frequency of Telephone and Online Transfers which you may make.
- (6) We will only permit electronic Preauthorized Transfers that are properly presented through the ACH system or that are properly presented by a third party with whom we have an agreement to honor them.

AUTOMATED CLEARING HOUSE TRANSACTIONS

You agree that automated clearing house transactions to and from your accounts will be subject to the Operating Rules and Guidelines of the National Automatic Clearing House Association ("NACHA"). You agree that you will comply with the laws of the United States with respect to your account, including ACH transfers.

INTERNATIONAL ACH TRANSACTIONS

If there are incoming ACH transactions or wire transfers initiated from outside the United States, both you and People's United Bank will be subject to the NACHA rules or the rules of any wire transfer system involved, and the laws enforced by the Office of Foreign Assets Control ("OFAC"). Under such rules and laws, we may temporarily suspend processing of a transaction for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting and/or availability of funds. If we determine there is a violation, or if we cannot satisfactorily resolve a suspected or potential violation, the subject funds will be blocked as required by law. If you believe you have adequate grounds to seek the return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please see the OFAC website www.treas.gov/ofac for procedures and forms required to seek a release of the blocked funds.

ELECTRONIC CHECK CONVERSIONS

You may authorize a merchant or other payee to make a one-time electronic payment from any of your accounts on which checks may be drawn using information from your check to pay for purchases or pay bills.

DIRECT DEPOSITS

You may arrange to have certain deposits made directly to your account. For example, you may arrange to have your Social Security or certain other U.S. government payments deposited directly into your account. You may also arrange to have your paycheck, pension check, or dividend check deposited directly into your account.

You agree that we may withdraw amounts which have been deposited directly to your account to correct deposit errors, or for which we do not receive final settlement. If you do not have sufficient available funds in your account to correct a deposit error or if we do not receive final settlement on a deposit, you agree that you will pay us back. If your account is a joint account, each of you agrees to return those funds to us no matter who used the funds. The provisions will also bind your executor or other legal representative.

There is no limit on the number or frequency of direct deposits that we will credit to your account. We will only accept direct deposits that are properly presented through the ACH system or

that are properly presented by a third party with whom we have an agreement to honor them.

CARD TRANSFER SERVICES

You may use your Card at our ATMs, Network ATMs, and Network POS terminals to make EFTs. These are called Card Transfers.

Card – Ownership and Cancellation

Your Card remains the property of the Bank at all times and may be repossessed by us or our authorized agent at any time. We may refuse to issue a Card or may revoke your Card privileges with or without cause or notice, unless otherwise required by law. We may also limit or refuse to complete your transaction when we determine it is necessary for security reasons.

Your Platinum or MasterMoney Debit Card and your Health Savings Card are valid for a limited term disclosed to you when you receive it. We reserve the right not to reissue all Platinum or MasterMoney Debit Cards or Health Savings Cards, and/or to change the type of card issued to you.

You must destroy your Card when you or we cancel your Card privileges. You agree not to use or attempt to use an expired, revoked, cancelled, or otherwise invalid Card. You also agree to notify any merchants to stop making pre-authorized Purchases, in the event that your card has been cancelled, either by you or by us (e.g., monthly recurring payments to health clubs or Internet service providers). If your Card is used other than as permitted by this Agreement, including the EFT Agreement and the MasterMoney® Rules, we may, at our option and without waiving any rights, recognize the transactions and debit or credit your deposit account accordingly. The cancellation of your Card privileges, by you or us, will not affect other rights and privileges under this Agreement.

Should you decide to close your account or to cancel your Card, you are responsible for immediately destroying all Cards issued on your account. In each case, you agree to pay all amounts due to us or paid out of your account by reason of any use of your Card.

Card Transfer Limitations

The types, number, frequency, cash denominations, and dollar amounts of Card Transfers that you can make at ATMs and POS terminals each day depend on applicable law, the particular financial institution, merchant policies, network operating rules, network availability, sharing agreements, type of network ATM or POS terminal and our participation. ATM deposits may not be permitted at all Network ATMs and may result in a delay in posting your deposit to your account.

Generally you may make an unlimited number of cash withdrawals at our ATMs or at Network ATMs ("ATM Cash Withdrawal"), as long as your total ATM Cash Withdrawals from all your accounts accessible with your Card do not exceed your ATM Cash Withdrawal limit of \$410 per day or higher as determined by us in our sole discretion.

Generally you may make an unlimited number of transactions using your ATM Card at Network POS terminals each day, as long as your total debits using your ATM Card at Network POS terminals do not exceed your Network POS limit of \$1,500 per day or higher as determined by us in our sole discretion. This includes using your ATM Card to make a purchase, to get "cash back" from your purchase, to make a NYCE Bill Payment, or NYCE Money Transfer Debit.

Generally you may make an unlimited number of transactions using your MasterMoney Debit Card, or Health Savings Card at Network POS terminals each day, as long as your total debits at Network POS terminals do not exceed your Network POS limit of \$4,000 per day, or higher as determined by us in our sole discretion. This includes using your MasterMoney Debit Card or Health Savings Card to make a purchase, to get "cash back" from your purchase, to make a NYCE Bill Payment, or to make a NYCE Money Transfer Debit.

Generally you may make an unlimited number of transactions using your Platinum MasterMoney Debit Card ("Platinum Debit Card") so long as your total debits do not exceed your ATM Cash Withdrawal limit, your Network POS Limit, or your "Combined Limit." Your Platinum Debit Card has an ATM Cash Withdrawal limit of \$810 per day, a Network POS Limit of \$10,000 per day, and a Combined Limit of \$10,000 per day. This means that the combination of ATM Cash Withdrawals and Network POS transactions made with your Platinum Debit Card may not exceed \$10,000 on any day.

You may request lower Card limits for any of our Card products including a lower ATM Cash Withdrawal Limit or a Network POS Limit. All transfers or debits from your account are limited to available funds unless you opt in to our overdraft services, in which case transactions in excess of the available funds in your account will be authorized in our sole discretion.

For Massachusetts customers, in addition to dollar amount limitations for withdrawals using your ATM Card and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your ATM Card and/or code to \$50 per day or some other amount acceptable to us. For security reasons, there are other limitations on the number, amount and frequency of transactions you may make at ATMs and POS terminals.

The following chart identifies Card limits by Card type, and the type of deposit accounts you can Link to your Card. All limits are daily limits.

	Combined Daily Card Limit	ATM Cash Withdrawal Limit	Network POS Limit	Required Linked Funding Account
ATM Only Card	\$410	\$410	\$0	Savings
ATM Card	\$1,910	\$410	\$1,500	Checking; Optional Savings
MasterMoney® Debit Card	\$4,410	\$410	\$4,000	Checking; Optional Savings
Platinum MasterMoney® Debit Card	\$10,000	\$810	\$10,000	Checking; Optional Savings
Health Savings Card	\$4,410	\$410	\$4,000	Health Savings Account

An "ATM Only Card" is one that is not linked to a Checking Account and may only be used at ATMs.

"Optional Savings" means that the Card may be linked to a Savings Account in addition to the required link to a Checking Account.

The types of deposit accounts allowed to be linked to your Card as a funding account are limited to specific products. We may remove a linked funding account from your Card at our option without prior notice if it does not meet our requirements.

CARD TRANSACTIONS – MASTERMONEY RULES

MasterMoney Rules

Additional rules (the "MasterMoney Rules") apply when you use your Platinum MasterMoney Debit Card, MasterMoney Debit Card, and Health Savings Card. MasterMoney Rules are stated in this section of the EFT Agreement. By receiving, retaining, signing, activating, using or authorizing others to use one of these Cards, you will have accepted the Card and agree to be bound by the terms and conditions set forth in the EFT Agreement and the MasterMoney Rules. Each time you use one of these Cards to purchase goods or services, or to obtain cash from your Checking or Savings Account, you authorize us to debit or credit your account in the same way other transactions are handled.



Card Limit and MasterMoney Holds

Your Card limits are described above. If you attempt to use your Card to make a transaction which would exceed your Card limit, we may, in our sole discretion, choose to authorize the transaction, unless otherwise provided in this Agreement. Your Card limit is reduced by each authorized transaction.

You agree not to make any transactions that may be prohibited under state or federal law, and we have the right to decline and block such prohibited transactions. A "MasterMoney Purchase" is a purchase made at a MasterCard® merchant which follows the credit card authorization process. At the time your MasterMoney Purchase is authorized, a "hold" will be placed against your available Checking Account balance for the total dollar amount of the authorization. The hold will be maintained for a maximum of three (3) Business Days. The hold will be released sooner if the purchase amount is automatically debited from your Checking Account before the end of the three (3) Business Days, providing the transaction authorized matches the transaction clearing your account.

Please note that the dollar amount of the hold may vary from the actual purchase amount, especially for some hotels, car rental agencies, restaurants, gas stations, and other merchants that typically request higher authorizations than the actual purchase amount. We will place the hold based on the authorized dollar amount. Some merchants, such as car rental agencies, may accept your Card for payment, but not to make reservations.

For purposes of the MasterMoney Rules, purchases completed on holidays, weekends, or after 3 p.m. ET Monday through Friday are considered part of the next Business Day. The first day of the hold for these purchases will be the next Business Day. You may verify the amount which is on hold on a daily basis by calling the Call Center number indicated on the last page of this Agreement, or via People's United Online.



Your Card Does Not Include a Credit Line



Your Card purchases will be approved based on the available balance in your Checking Account, including any Personal Credit Line you may have. If you attempt to make a transaction at an ATM or a one-time transaction using your Card for an amount greater than the available balance in your account, we will use commercially reasonable efforts to prevent the authorization of the transaction unless you have chosen to opt into our overdraft service. If you have not chosen to opt in, you will not be charged an Overdraft or Uncollected Fee. If you opt into our overdraft service, we may authorize the transaction in our sole discretion. If you have chosen to opt in and we authorize the transaction, your account will be charged an Overdraft Fee or Uncollected Fee, as applicable, for each such authorized transaction.

Your Liability For Unauthorized Purchases

If you permit someone else to use your Card you are liable for any transactions made by that person, even if that person exceeds the authority you have given them. You must give us notice in writing to revoke such permitted use.

We have voluntarily capped consumer liability for unauthorized MasterMoney Purchases following MasterCard's U.S. region rules, with the following exceptions: (a) you or someone you permitted to use your Card received a benefit from the purchase, or (b) the Card was used by a person who had actual, implied or apparent authority. Your liability is \$0 if you meet the following conditions, or a maximum of \$50 if you do not meet these conditions: (a) you demonstrate that you have exercised care with your card, (b) you have not reported two or more incidents of unauthorized use on your account within the preceding twelve months, and (c) your deposit accounts are in good standing.

Your liability for other unauthorized transactions made using your Card is discussed elsewhere in this EFT Agreement.

Other

- (1) To the extent your Card is used at a MasterCard merchant, if there is any conflict in your rights between the MasterMoney Rules and the EFT Agreement, the terms of the EFT Agreement will prevail.
- (2) We have no liability or responsibility if, for any reason, the Card is not honored at any establishment.
- (3) In consideration for using the Card, and unless the law provides otherwise: you waive and release us from all defenses, rights, and claims you have or may have against any third party arising from or related to any use of the Card; you waive any right to stop payment on a draft originated by use of the Card; and you waive any right to receive automatically with your Checking Account Statement a copy of any draft originated by use of the Card.
- (4) You must report any disputes over a MasterMoney® Purchase transaction to the Call Center. We strongly recommend that you first attempt to resolve the dispute directly with the merchant and may require that you do so when permitted by law. It will also be necessary to put the information about the dispute in writing, including the date, amount and location of the transaction and the reason for the dispute, together with a copy of the sales draft in question. In the event that we must order a copy of the sales draft, a charge will apply, as disclosed in the Schedule of Charges.

CHARGES FOR EFTs

When you make Telephone Transfers, People's United Online Transfers, Preauthorized Transfers, and ATM Card Transfers, we will charge you the amount stated in the Schedule of Charges.

When you use an ATM not owned by us, you may be charged a fee by the ATM operators (sometimes called a convenience fee or surcharge) for using ATMs, which they include in the amount of your withdrawal. You may be charged a fee for balance inquiry even if you do not complete a fund transfer.

Foreign Exchange, Currency Conversion and International Assessment Fee

If you have transactions using your Card in a currency other than U.S. dollars, MasterCard will convert the amount of the transaction in foreign currency into a U.S. dollar amount. To make this conversion, MasterCard will use the procedure set forth in its operating regulations.

Those operating regulations currently provide that MasterCard may make the conversion to U.S. dollars using either (1) a government-mandated exchange rate or (2) a wholesale exchange rate selected by MasterCard. In either case, the rate used will be the rate in effect on the day MasterCard® processes the transaction which may differ from that applicable to the date the transaction occurred, or when it is posted to your account. You agree that your account will be charged the U.S. dollar amount converted from a foreign currency by MasterCard as provided in this paragraph.

You will be charged an International Assessment Fee for each foreign transaction (i.e., any transaction made outside of the United States or in a foreign currency) made with your Card, as disclosed in the Schedule of Charges.

STOP PAYMENTS

Your Right to Stop Payment

If you have told us in advance to make regular EFTs out of your Checking Account, you can stop any of these payments.

How to Stop Payment

To stop regular payments out of your account, call us at the Call Center at any of the numbers listed at the end of this Agreement, or write us at:

People's United Call Center
P.O. Box 7001
Bridgeport, CT 06601

in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we also require that you put your request in writing and get it to us within fourteen (14) calendar days after you call.

What Happens if We Don't Stop Payment

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.

Effect of a Stop Payment Order

If you give us a stop payment order, we'll only stop that particular payment. When a stop payment order applies to more than one debit entry, the order remains in effect until the entries have been stopped. If you have authorized a third party to make preauthorized transfers from your Checking Account, and if you want to stop all further transfers from your Checking Account by that third party, you must take the following actions:

- (1) Send to the third party a written revocation of the payment authorization previously given by you to that third party.
- (2) When you call us and/or write us to place a stop payment order, you must specifically state that you would like to stop all future payments to that particular third party.

We may confirm that the third party has received your written revocation and we may require you to provide us with a copy of the revocation.

Stopping Payment of Electronic Transfers

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS TRANSFERS; THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

You can get a receipt at the time you make an ATM Transaction to or from your account using an ATM. Your ATM Transactions will also appear on your account statements.

POS Terminals

All your Network POS Transactions will be reflected on your monthly statements. You may also receive a receipt at the time you make a Network POS Transaction from your Checking Account using a POS terminal.

Direct Deposits

If you have arranged to have direct deposits made to your account at least once every sixty (60) days by the same person or company, you can call us at the Call Center at any of the numbers listed at the end of this Agreement to find out whether or not the deposit has been made.

Periodic Statements

You'll get a monthly statement for your Checking Account. You will get a statement for your Statement Savings or Retirement Accounts at least quarterly. You will not get a statement for your passbook account.

Passbook Accounts

If you bring your passbook to us, we will record any direct deposits that were made to your account since the last time you brought in your passbook. We'll do this either in your passbook or on a separate receipt.

MasterMoney Purchases

All your MasterMoney Purchase transactions originated with your Card will be reflected on your monthly account statement. You may also receive a copy of a signed sales draft as your receipt at the time you make a MasterMoney Purchase.

YOUR LIABILITY

What To Do If Your Card Or Access Code Has Been Lost Or Stolen

TELL US AT ONCE. Tell us at once if you believe your Card or Access Code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Reporting the fraud, loss or theft of your Card within twenty four (24) hours of discovery is the best way to reduce the associated inconvenience of fraud losses. You could lose all the money in your Checking Account and related Savings Accounts and your maximum available funds in your Personal Credit Line. If you tell us within two (2) Business Days, you can lose no more than \$50 if someone uses your Card or Access Code without your permission.

You also agree to assist us in our attempts to recover any losses from unauthorized Card users (including permitted users who exceed their authority) and to assist in their prosecution.

IF YOUR ACCOUNT IS NOT A CONSUMER ACCOUNT (WHERE THE ACCOUNTHOLDER IS A NATURAL PERSON AND THE ACCOUNT IS USED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES), YOU MAY BE LIABLE FOR ALL LOSSES FROM UNAUTHORIZED TRANSACTIONS.

What Happens If You Don't Tell Us At Once

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card, or Personal Identification Number and we prove that we could have stopped someone from using your Card or Personal Identification Number without your permission if you had told us, you could lose as much as \$500.

If Your Statement Shows Transfers You Didn't Make

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

When We'll Extend The Time Periods

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Whom To Call Or Write If You Think Your Card Or Access Code Has Been Lost Or Stolen, Or Check Information Is Used Without Permission

If you believe your Card or your Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at the Call Center at any of the numbers listed at the end of this Agreement, or write us at:

People's United Bank
Adjustment Department, BC5-668
P.O. Box 7009
Bridgeport, CT 06601-7009

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

What To Do In Case Of Errors Or Questions About Electronic Fund Transfers

Call us at the Call Center at any of the numbers listed at the end of this Agreement, or write us at:

People's United Bank
Adjustment Department, BC5-668
P.O. Box 7009,
Bridgeport, CT 06601-7009

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

When you contact us provide the following:

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question, unless it is for EFTs performed at any POS terminal, or a MasterMoney Purchase, or initiated in a foreign country, in which case we may take up to ninety (90) days.

If we decide to do this, we will credit your account within ten (10) Business Days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) Business Days, we may not credit your account.

For new accounts (meaning your claim of error involves an EFT on an account within thirty (30) days after the first deposit to the account was made), our time limits (ten (10) Business Days and forty five (45) calendar days) are double (twenty (20) Business Days and ninety (90) calendar days).

We will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you are a Massachusetts customer, you can lose no more than \$50 if you do not give us notice of a lost or stolen ATM Card or a disclosed code and someone uses your ATM Card or code without your permission.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete an EFT to or from your account on time or in the correct amount according to this Agreement with you, we will be liable for your losses or damages. However, there are some exceptions.

We will NOT be liable, for instance:

- (1) If, through no fault of ours, you do not have enough available funds (including your Personal Credit Line) in your account to make the transfer.
- (2) If the ATM where you are making the withdrawal does not have enough cash.
- (3) If the ATM or POS terminal was not working properly and you knew about the breakdown when you started the transfer.
- (4) If the Telephone Banking system was not working properly and you knew this before you completed the telephone call.
- (5) If circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken.
- (6) If you failed to receive a confirmation number for each set of payments or transfers during your People's United online session.
- (7) There may be other exceptions stated in this Agreement with you.

If you are an account owner and you are not a natural person, we are not liable for any failure to make transfers to or from your account, or for transfers made in the wrong amount. You agree to indemnify and hold us harmless from any and all losses, costs, damages, claims and expenses, arising out of or in connection with any authorized or unauthorized use of any of our services described herein, including, without limitation, ACH transfers, or use of any card, PIN or other

access code or device.

WHEN WE WILL DISCLOSE INFORMATION TO OTHERS

We will disclose information to third parties about your account or the transfers you make under the following circumstances:

- (1) We will disclose information where it is necessary for completing transfers;
- (2) We will disclose information in order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
- (3) We will disclose information in order to comply with government agency audits, rules or orders, court orders, subpoenas, summonses, warrants, or in accordance with the requirements of state or federal law;
- (4) We will disclose information where you have written a check against your Checking Account and a bank involved in collecting the check, a payee, or a person called a "holder" of the check wants to know whether we would pay the check if presented at the time the disclosure is made;
- (5) We will disclose information where you have authorized an EFT from your account and a bank involved in transmitting or collecting the EFT wants information about the status of the EFT;
- (6) If you have not paid money which you owe us, we may give information about your account to a credit bureau, collection agency, or an attorney hired to collect your debt;
- (7) We will disclose information in order to tell appropriate federal, state, or local officials of suspected violations of criminal law involving your account;
- (8) We will disclose information to our accountants or other third parties engaged in the examination of our records to perform an independent audit;
- (9) We will disclose information about your account to our subsidiary or affiliated corporations in accordance with applicable laws, or to companies with whom we have an agreement to offer you products or services that we think you might be interested in;
- (10) We will disclose information if you give us your written permission; or
- (11) We will disclose information as otherwise disclosed in our Privacy Policy.

CUSTOMER SAFETY INFORMATION REGARDING THE USE OF ATM FACILITIES

Each time you use an ATM, keep the following safety tips in mind:

- The activity of the ATM facility is being recorded by a surveillance camera or cameras
- Close the entry door completely upon entering and exiting
- Do not permit any unknown persons to enter after regular banking hours
- Place withdrawn cash securely upon your person before exiting the ATM facility

Complaints concerning security in the ATM facility should be directed to our security department at (201) 338-4100 or if the ATM facility is located in New York you may contact the New York State Banking Department at 1-877-BANK-NYS, and the nearest available public telephone should be used to call the police if emergency assistance is needed.

CHANGING TERMS OF THIS EFT AGREEMENT

We have the right to change any of the terms of this EFT Agreement from time to time. We will notify you at least twenty one (21) days before making a change that will cause you greater costs or liability or if it will limit your ability to make EFTs. We do not have to notify you in advance, however, if the change is necessary for security reasons.

FUNDS AVAILABILITY POLICY: YOUR ABILITY TO WITHDRAW FUNDS FROM YOUR ACCOUNT

Check Clearing

When you cash a check, or deposit a check to your account, it must be sent for payment to the institution on which it is drawn. That institution will either pay the check or refuse payment and return it to us. This process of sending a check for payment to the bank on which it is drawn is called "check clearing".

During this check clearing period, we may or may not allow you to withdraw funds in cash, and we may or may not use the funds to pay checks or other Items that you have authorized. If we allow you to withdraw or use funds which are not yet available, we may charge you an Overdraft Fee or Uncollected Fee, as appropriate.

Determining the Availability of a Deposit

The length of a delay in funds availability is counted in Business Days from the day of your deposit. A "Business Day" means every day except Saturday, Sunday, and federal holidays. If you make a deposit on a Business Day that we are open, we will consider that day to be the day we receive your deposit, if you make the deposit:

- in person to one of our employees.
- before 2:00 p.m. ET for the total of your deposits or any transfers at one of our ATMs
- before 7:00 p.m. ET for telephone or Online Transfers
- before 7:00 a.m. ET for deposits made at a night depository

If you make a deposit or transfer after the cut-off time, or on a day we are not open, we will consider that it was received on the next Business Day we are open. The length of a delay varies depending on the type of deposit and is explained below.

Same Day Availability

The following deposits will be available on the Business Day we receive the deposit:

- Funds from electronic direct deposits to your account.
- Cash deposited in person to one of our employees.
- Wire transfers and preauthorized credits, such as social security benefits and payroll payments.

Next Day Availability

Funds from all other deposits of checks payable to you, including the following deposits are available on the first Business Day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Checks drawn on People's United Bank.
- State and local government checks that are payable to you, provided they are deposited in the same state as the state or local government unit that issued the check.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these Items are payable to you.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of communications of computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available, unless, at the time of notice, we do not know when the funds will be

available because we do not know the duration of the emergency. They will generally be available no later than the sixth Business Day after the day indicated by the above availability schedules.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 from a day's total deposits of cashier's, certified, teller's, travelers, and federal, state, and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the sixth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second Business Day after the day of your deposit. Funds from all other check deposits will be available on the sixth Business Day after the day of your deposit.

Check Cashing - Holds on Other Funds

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. We reserve the right not to cash checks for noncustomers.

Holds on Other Funds (Other Accounts)

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Endorsements

The reverse side of your check has a special area approximately 1½ inches long for endorsements by payee(s). This area for endorsements is limited by federal regulation. All endorsements by payee(s) on the check must be made within the designated area. If you or any other endorser makes any mark outside of this special area it may cause the check to be misrouted or payment to be delayed. You agree to reimburse us for any loss or expense we incur as a result of your failure, or the failure of any other endorser of the check, to comply with this requirement.

Special Rules for Canadian Checks

Funds deposited to your account by a check drawn on a Canadian bank located in Canada, drawn in U.S. dollars or in Canadian dollars ("Canadian Check"), will be available on the third Business Day after the day of deposit. All Canadian Checks will be treated the same for availability purposes regardless of whether they are personal checks, government checks, cashier's checks, certified checks, or teller's checks. We, in our sole discretion, reserve the right to refuse to accept any deposit of a Canadian Check. We may instead send it for collection or accept the deposit but delay the availability of funds beyond the times discussed in this section for any reason or for no reason at all.

SUBSTITUTE CHECK POLICY DISCLOSURE

Substitute Checks and Your Rights

WHAT IS A SUBSTITUTE CHECK?

To make check processing faster, federal law permits banks to replace original checks with "Substitute Checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a Substitute Check states:

"This is a legal copy of your check. You can use it the same way you would use the original check." You may use a Substitute Check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be Substitute Checks. This notice describes rights you have when you receive Substitute Checks from us. The rights in this notice do not apply to original checks or to check images that may accompany your statements, or to electronic debits to your account. However, you may have rights under other laws with respect to those transactions.

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a Substitute Check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, Overdraft Fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) Business Days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the Substitute Check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your account, please contact us by calling or writing to us at the Call Center at the numbers and address provided at the end of this Agreement. You may also email us by visiting our Internet home page at www.peoples.com, and we'll be glad to help you.

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the Substitute Check in question or the account statement showing that the Substitute Check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the Substitute Check you received is insufficient to confirm that you suffered a loss; and
- A copy of the Substitute Check and/or the following information to help us identify the Substitute Check:
 - The check number,
 - Name of the person to whom you wrote the check,
 - The amount of the check,
 - The date listed on the check, and
 - The date the check cleared your account.

Substitute Check Rights Not Applicable to Business Customers
The rights regarding Substitute Checks described in this disclosure only apply to consumers. This disclosure is provided to business customers only to inform them that they may receive Substitute

Checks in their statements. Business customers should refer to the Business Deposit Account Agreement for the terms and conditions relating to our business deposit account customers.

GLOSSARY

As used in this Agreement

“Access Code” means your Personal Identification Number, Customer Access Code, or online password.

“Agreement” means the Consumer Deposit Account Agreement which contains terms and conditions that apply to your deposit account. It includes this document, the Schedule of Interest, the Schedule of Charges, the Funds Availability Policy, the Substitute Check Policy Disclosure, and the Electronic Fund Transfers Disclosure Statement and Agreement. If you have a Retirement Account it also includes your Retirement Account Custodial Agreement. If you have a Personal Credit Line it also includes your Personal Credit Line Agreement. If you execute transactions on your account online, it also includes your Online Agreement. If you have a Coverdell Education Savings Account, it also includes your Coverdell ESA Custodial Account Agreement. If you have a Health Savings Account it also includes your Health Savings Account Agreement.

“ATM” means an automated teller machine at which funds can be transferred into, deposited to, or withdrawn from your account and at which you may request account information, called **“ATM Transactions”**.

“ATM Card” means a card that is issued in connection with a Checking Account, personal deposit account or any other deposit account as determined by us, and which may be used to make EFTs at ATMs or POS terminals.

“ATM Card Transfers” means EFTs made using your ATM Card at People’s United ATMs, Network ATMs, and Network POS terminals.

“Automated Clearing House” or **“ACH”** means a payment transfer system that connects all U.S. financial institutions. The ACH network acts as a central clearing facility for certain transactions. **“ACH Transactions”** are those that are accomplished through the ACH network.

“Business Day” means every day except Saturday, Sunday, and federal holidays.

“Call Center” means the People’s United Bank Call Center that may be reached at the telephone numbers provided at the end of this Agreement.

“Card” means your People’s United Bank ATM Card, MasterMoney Debit Card, Platinum MasterMoney Debit Card, or Health Savings Card, unless otherwise specified, and **“Card Transaction”** means EFTs made using your Card.

“Certificate of Deposit” or **“CD”** means an interest-bearing deposit account that earns interest during a specified term. There are restrictions, described in this Agreement, on your right to make a withdrawal from a CD before the term is over and penalties may apply for early withdrawals.

“Check Image” means an image of a check you have drawn on your Checking Account that is an electronically reproduced picture of the front, or front and back of the check that you ordered us to pay to the named payee. It may also be an image of a check you authorized another person to draw against your checking account with us. It does not include a Substitute Check.

“Checking Account” means any one of the accounts offered by us on which checks may be drawn, including NOW accounts.

“Club Account” means a special type of Savings Account subject to specific terms provided separately when it is opened.

“Customer Access Code” or **“CAC”** means a code that permits you to make certain Telephone Transfers and to enroll your account in Online Banking for the first time.

“Coverdell Education Savings Account” means an account governed by a Coverdell ESA Custodial Account Agreement for which we are the custodian. All accounts opened under a Coverdell Education Savings Plan are subject to this Agreement which includes the terms and conditions of the plan and your custodian agreement with us.

“EFT” means an electronic fund transfer as defined in the EFT Agreement.

“EFT Agreement” means the Electronic Fund Transfers Disclosure Statement and Agreement set forth in this Agreement as it may be amended from time to time.

“Grace Period” means the ten-day (10-day) period beginning on the Maturity Date of a CD. Jumbo CDs do not have Grace Periods.

“Health Savings Account” means an account that offers a tax-advantaged way for you to pay for your health care. A Health Savings Account enables you to pay for current expenses and save for future medical expenses on a tax-free basis.

“International Assessment Fee” means the fee charged for each foreign transaction made Card (i.e. any transaction made outside of the United States or in a foreign currency), as disclosed in the Schedule of Charges.

“IRS” means Internal Revenue Service.

“Item” means any method that may be used to transact on your account, including a check, Substitute Check, in-person withdrawal, ATM withdrawal, POS transaction, Telephone Transfer, preauthorized payment, direct deposit, ACH transaction, bill payment instruction, transaction made by electronic means, draft, or funds transfer drawn on your account.

“Jumbo Certificate of Deposit” or **“Jumbo CD”** means a CD with a minimum balance of \$100,000 on which we agree to pay for a given term a specific rate of interest quoted by us on the date the account is opened or renewed.

“Linked” means that an account number is associated with other account numbers or Cards, generally to facilitate transaction access or to qualify for interest rate, service charge, or other benefits.

“MasterMoney Debit Card” and **“Platinum MasterMoney Debit Card”** mean an enhanced ATM Card which allows purchases to be made at merchants that accept MasterCard debit cards. All references to the “Card” in the EFT Agreement include the MasterMoney Debit Card and Platinum MasterMoney Debit Card, unless we specify to the contrary.

“MasterMoney Purchase” means a purchase made using your Platinum MasterMoney Debit Card, MasterMoney Debit Card, or Health Savings Card following the credit card authorization process, in which the merchant will generally request that the sales slip be signed, except in cases of telephone, online, or mail order transactions.

“NYCE Money Transfer Credit” or **“NYCE Money Transfer Debit”** means a type of Network POS Interbank Transfer transaction that allows you to transfer money to or from a third party’s account (where offered).

"Maturity Date" means the first day after the end of the term of a CD and is the first day of the 10-day automatic renewal period or "grace period" on a CD, except for a Jumbo CD. For a Jumbo CD the Maturity Date is the first Business Day after the end of its term.

"NACHA" means the National Automated Clearing House Association whose rules and guidelines govern the system through which certain electronic transfers are made.

"Network ATM Transactions" means EFTs made at Network ATMs which may be made to or from your Checking Account or to one related Savings Account including, but not limited to, withdrawals, transfers, balance inquiries and deposits (where available).

"Network POS Transactions" means EFTs made at Network POS terminals which may be made to your Checking Account, including (but not limited to) purchases, money transfers, bill payments and verification inquiries.

"Network" ATM or POS terminal, means an ATM or POS terminal at which you may make certain EFTs, but which is not a People's United ATM or POS terminal.

"Network POS Purchase" means a POS debit transaction made using your PIN at a retail location which allow EFTs from your Checking Account to the retail merchant (these include NYCE®, Maestro®, or such other network as we may add in the future). The amount of your Network POS Purchase is automatically debited from your Checking Account immediately.

"Online Bill Payments" means bill payments made from your account online as described in the EFT Agreement.

"Online Transactions" means transactions on your account that are made online as described in the EFT Agreement.

"Overdraft Fees" means fees charged on your account if there are not sufficient funds in your account (1) to pay a check or other Item drawn on the account, whether the check or other Item is paid or not, (2) to charge back a returned check or other Item to your account, or (3) to pay any fees properly charged against your account. See your Schedule of Charges.

"Personal Credit Line" means a line of credit linked to your Checking Account. The terms of this credit line are contained in the Personal Credit Line Agreement.

"Personal Identification Number" or "PIN" means a 4-digit code which you have selected for identification purposes in connection with your personal deposit account, or in connection with other types of deposit accounts to which we may allow access with the use of your Card at an ATM or POS terminal, as determined by us. Your PIN may be required in connection with a PIN Entry Device.

"People's United Online" means using an Internet URL connection to access our Internet home page, for services including, but not limited to, paying bills, transferring funds, obtaining account information, obtaining product or rate information, sending electronic mail to us, opening deposit accounts, or to obtain any service offered by us through one of our affiliates, subsidiaries, contractors, or agents.

"PIN Entry Device" ("PED") means a device that may be located in our branches that will speed up the identification process through the use of your Card and your PIN.

"Point-of-Sale Terminal" means a device maintained by a merchant at which EFTs, including purchases, may be made using your Card. Not all EFTs are permitted at all POS terminals.

"POS" means point-of-sale.

“Preauthorized Transfers” means EFTs you have authorized us to make from your deposit account, other than CD accounts, as well as EFTs you have authorized a third person to make from your Checking Account as described in the EFT Agreement.

“Privacy Policy” means our privacy policy as set forth in the Privacy Policy and Affiliate Marketing Notice provided to customers opening new accounts and sent to all customers annually.

“Related Accounts” means personal accounts which appear on the same combined periodic statement.

“Retirement Account” means a deposit account that is part of a Retirement Plan.

“Retirement Plan” means the plan governing the Individual Retirement Accounts (“IRAs”), Roth IRAs, Keogh, Corporate Business Retirement, and Simplified Employee Pension plans (SEP/IRAs) for which we are the custodian. All accounts opened under a Retirement Plan are also subject to the terms and conditions of your custodian agreement with us which you signed when you established your Retirement Plan with us.

“Savings Account” means an account, including a Money Market Account and a Health Savings Account, offered by us on which interest is paid, and which is not a Checking Account or CD.

“Schedule of Charges” means a schedule that provides the charges applicable to our deposit accounts. It was given or made available to you when you opened your deposit account with us and may be updated from time to time.

“Schedule of Interest” means a schedule that provides the interest rates and terms applicable to our deposit accounts. It was given or made available to you when you opened your interest bearing deposit account with us and may be updated from time to time.

“Substitute Check” means a document which serves as the legal equivalent of the original check it replaces in the check clearing process. See our Substitute Check Policy Disclosure in the Appendix of this Agreement.

“Telephone Banking Transfers” or **“Telephone Transfers”** means the transactions which may be done by telephone as set forth in the EFT Agreement.

“Uncollected Fees” means fees charged on your account if there are not sufficient available funds (“Uncollected Funds” or “UAF”) in your account (1) to pay a check or other Item drawn on the account, whether the check or other Item is paid or not, (2) to charge back a returned check or other Item to your account, or (3) to pay any fees properly charged against your account. See your Schedule of Charges.

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CONTACTING PEOPLE'S UNITED BANK

QUESTIONS

If you have any questions about the Consumer Deposit Account Agreement please contact us online at www.peoples.com, phone our Call Center or stop by a People's United branch.

PEOPLE'S UNITED BANK CALL CENTER

For more information about this Agreement or People's United Bank products, please call: 1-800-894-0300

Notices to People's United Bank

Written notices sent to People's United Bank should be sent to the Call Center addressed as follows:

People's United Bank
Call Center
P.O. Box 7001,
Bridgeport, CT 06601

PEOPLE'S UNITED BANK ONLINE

For more information about People's United Bank and our products and services, and to find out where there is a branch near you, visit our Internet home page at www.peoples.com

People's United Bank
850 Main Street
Bridgeport, CT 06604-4913

