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People's United Bank, N.A. Account Reconciliation and Positive Pay Advantage Service Agreement

This agreement governs your use of Account Reconciliation and Positive Pay Advantage (ARPPA) provided by People's United Bank (the "Agreement"). ARPPA is offered through People's United Bank eTreasury+ Business Online Banking.

Before accessing the services governed by this Agreement, you should read this Agreement thoroughly as it contains important terms that apply to your use of the services governed by this Agreement.

Throughout this Agreement the words "we", "us", "our", "the Bank" and "People's United" mean People's United Bank, N.A. The words "you" and "your" and "your company" mean any person or entity that has a business deposit account with us that may be accessed through People's United eTreasury+ Business Online Banking and includes each person acting on behalf of such entity. An entity includes sole proprietorships, partnerships, joint ventures, limited liability companies, corporations, professional corporations, non-for-profit associations and corporations, government agencies, municipalities, and other such organizations.

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

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

A. Definitions.

Throughout this Agreement the following definitions will apply:

1. *Account* refers to the business deposit account(s) for which the services under this Agreement are provided.
2. *Business Day* means every day except Saturdays, Sundays, and federal holidays.
3. *Exception Items*. Any paper check, which does not match those, listed on the Issue File by check number, dollar amount, issue date, and Payee name (when applicable).
4. *Issue File*. An electronic file containing account number(s), check number, dollar amount, issue date, and Payee name (when applicable) for every check issued by Company.
5. *The Services* refers to the Treasury Management services covered by this Agreement and may include one or more of the following:

- (a) Full Reconciliation

- (b) Reverse Positive Pay
- (c) Payee Positive Pay
- (d) Positive Pay
- (e) Partial Reconciliation
- (f) Deposit Reconciliation

B. Reference to Other Agreements

The Company's use of the Services is subject to the terms and conditions of this Agreement, as well as the terms and conditions of any agreement between you and People's United that is applicable to the product and/or services accessed through People's United eTreasury + Business Online Banking including the People's United Bank Business Online Banking (eTreasury+) Agreement (the "eTreasury+ Agreement") and the People's United Bank Business Deposit Contract including the Business Deposit Funds Availability Policy and the Business Electronic Banking Agreement (the "BDAC"). All such agreement, as they may be amended from time to time are incorporated herein by reference. Unless otherwise provided herein, capitalized terms shall have the meanings set forth in the eTreasury+ Agreement and the BDAC. In the event of inconsistency between this Agreement and the eTreasury+ Agreement or the BDAC, the terms of this Agreement will apply unless otherwise provided in this Agreement.

C. The Services – Company Responsibilities

The Company may select one or more of the Services including: Full Reconciliation, Partial Reconciliation, Deposit Reconciliation, Positive Pay (may include Check Positive Pay, Payee Positive Pay or Reverse Positive Pay). For each Service that the Company selects, the Company must provide to the Bank the following information:

1. *Positive Pay Services.*

- a. Check Positive Pay. Company shall deliver to Bank an Issue File including a list of all checks written against the Company Account(s) together with the amount, serial number, issue date and type of check. Company may deliver more than one Issue File per day. The Issue File must be delivered to Bank prior to check distribution to payees. Company will review Exception items daily and instruct Bank on the disposition of any Exception Items.
- b. Payee Positive Pay. Company shall deliver to Bank an Issue File which will include a list of all checks written against the Company Account(s) together with the payee name, the amount serial number, issue date and type of check. Company may deliver more than one Issue File per day. The Issue File must be delivered to Bank prior to check distribution to payees. Company will instruct Bank on the disposition of any exception items.
- c. Reverse Positive Pay. Company will identify to Bank all Accounts subject to Reverse Positive Pay.
 - i. Exception Items: Company will compare the Exception Items provide by Bank with the Company's check issuance records. Company will instruct the Bank regarding the disposition of any Exception Items via eTreasury+ ARPPA module.
 - ii. Over the Counter (OTC) Items: Company agrees that checks presented at

People's United Bank branches are not eligible for Reverse Positive Pay. Company assumes all liability for checks presented at a People's United Bank branch. Check Positive Pay should be utilized by customers seeking OTC protection, for items presented at Bank teller lines. See Section D (6) for information about Positive Pay processing.

- d. Cutoff Times. The deadline for delivery of Issue Files and for review of Exception Items shall be as follows, unless otherwise mutually agreed upon by Company and Bank in the *ARPPA Schedule A*, on Business Days.

Issue File Delivery	Prior to check presentation for payment
Exception Notification	9:00 a.m. ET
Review of Exceptions	9:00 a.m. 2:00 p.m. ET
Decision Deadline	2:00 p.m. ET

- e. Exception Notification. Company will receive from the Bank notification of any Exception Items found when matched against the Issue File by the Exception Notification deadline above.
- f. Review of Exceptions. Company will have the period of time to review these Exception Items described above.
- g. Decision Notification. Company will instruct the Bank whether to pay or not pay exception items by the Decision Deadline listed above. Company agrees that if the Bank acts in accordance with this Agreement in paying the Items, Bank will be deemed to have exercised ordinary care.
- i. Company understands that checks verified and cashed over the counter at People's United Bank branches are not eligible for decisioning and will be paid.
- h. Default Decision. If the Company does not make a decision on an Exception Item prior to the Decision Deadline, Company hereby instructs the Bank to use the default Positive Pay Option selected on the *ARPPA Schedule A* to Return or Pay the exception item.
- i. Company understands that the default decision does not apply to OTC checks and that all checks verified and cashed at the teller line will be paid.
- i. Decision Deadline. Company must instruct Bank by the Decision Deadline specified in the Service Agreement via the eTreasury+ ARPPA module (or by an alternative method previously approved by the Bank) by an Authorized Person or an Authorized Signer as to whether to pay or stop payment on each Exception Item (the "Exception Decision"). If Company fails to provide Bank Instructions by the Decision Deadline, Bank will either Return or Pay the Exception Item, as Company designated above.
- j. Check Deployment. Company will not distribute checks to payees until Issue Files have been delivered, so Bank will be pre-notified to recognize fraudulent checks.
- k. Return Items. Company shall immediately reimburse Bank for the amount of any Exception Item, if the presenting bank fails to honor the return. Company agrees to indemnify Bank and hold Bank harmless from any costs, suits, expenses, liabilities, damages and attorney's fees related to return of the Exception Item.

- a. Account Balance Summary provides the working balance as of the current cycle cutoff. This component starts with the working balance from the previous cycle cutoff and calculates the net activity (total credits less total debits) for the current cycle.
 - b. Deposit Activity without Location/Serial Number provides all posted deposits that do not have a serial number.
 - c. Deposit Activity by Location/Serial Number provides posted deposits that are grouped and totaled by the serial number of the deposit.
3. *Full Reconciliation.* Bank will provide a statement with the following components:
- a. Account Balance Summary provides the working balance as of the current cycle cutoff. This component starts with the working balance from the previous cycle cutoff and calculates the net activity (total credits less total debits) for the current cycle. Also includes the number and dollar amount of any outstanding items.
 - b. Statement of Activity provides all activity of credits, debits (both checks and non-check debits) and matched issues (all items that matched successfully without any exceptions) posted for the current cycle. A subtotal of the number of items and the dollar amount is provided for each item.
 - c. Exception Items provides all paid items that created exceptions. The exceptions are grouped by the following types.
 - i. Duplicate Item. Two or more checks paid with the same serial number.
 - ii. Amount Mismatch. The paid check amount and the issued amount are not the same.
 - iii. Future Dated. The check was paid on a date earlier than when it was issued.
 - iv. Posted Against Void. A paid check matched a voided item.
 - v. No Issue Found. A paid check had no matching issue.
 - vi. Serial Error. A paid check is missing a serial number. For example, the serial number may not have been correctly read during processing.
 - vii. Posted Against Stops. A paid check matches a stopped issue.
 - d. Outstanding Issue Items provides a record of checks that have been issued but not yet paid. This component is divided into outstanding issues, future dated issues, voids, stale issues and active stops. The outstanding issues subsection includes all items that are not future dated, voided, stale or stopped.
 - e. Previously Cycled Issues provides items that were paid in a previous cycle without issue but not have the issue entered in the current cycle.
4. *Frequency.* Statements are account history based reports that are generated at a frequency cycle defined by the Company as instructed on the ARPPA Schedule A. The Account Reconciliation information will be available to the Company at all times in the eTreasury+ ARPPA module to be self-generated by the Company. Any additional reporting requirements will be provided to the Company daily, weekly, monthly or on specific dates as instructed on the ARPPA Schedule A.
5. *Delivery Method.* Company will be able to run its own reports within the eTreasury+ ARPPA module. Additional delivery requirements will be specified via agreed upon method on the ARPPA Schedule A.

6. *Positive Pay Processing.* Bank shall match checks described in the Issue File to checks presented for payment. Those checks presented for payment which match checks in the Issue File shall be paid, up to the amount of available funds in Company's account(s). Company will instruct Bank on the disposition of Exception Items. This Service does not become effective and Bank's obligations do not begin until Bank actually receives the first Issue File transmission. If the Bank applies the Company's Issue List and cashes a check at a Bank branch location, the Company agrees that such cashed check on its Issue File can no longer be voided or deleted from the Issue File for purposes of causing an Exception Item.
- a. Exception Notification. Bank will make Exception Items available to Company for pay or no pay decisions via email notification and by the Exception Notification deadline.
 - b. Teller Exception Items. Bank will not be liable to Company or other party if Bank refuses to pay Exception Items presented at Bank's teller lines.
 - c. Delivery Methods.
 - i. eTreasury+ ARPPA. The standard method by which electronic files shall be transmitted between the parties will be via the Bank's eTreasury+ ARPPA module (the "Delivery Method"). The Bank's eTreasury+ ARPPA module is subject to the terms and conditions contained in the agreement covering this product.
 - ii. Alternative Delivery Method. If Company prefers to deliver its electronic files in a method other than Bank's eTreasury+ ARPPA module, Bank and Company may enter into a mutually agreed upon Alternative Delivery Method. Company assumes all risk of lost, stolen or incomplete data by choosing this Alternative Delivery Method. Bank will promptly notify Company of any problems with data delivered in this method, and Bank assumes no responsibility for the data until received and processed.
 - iii. Emergency Delivery Method. In case of emergency, Bank may also elect to temporarily accept Issue Files by a different delivery method. If Bank accepts an Issue File by a different method that does not obligate Bank to accept late Issue Files in the future. Company assumes all risk of lost, stolen or incomplete data by choosing this Emergency Delivery Method. Bank will promptly notify Company of any problems with data delivered in this method, and Bank assumes no responsibility for the data until received and processed. In the case of both this subsection, and subsection (ii) immediately above, in the event of system failure, either that of you or of the Bank and the Issue File cannot be received by the Bank or the Bank cannot process the file, the file shall be considered as not received, even if the Bank has possession of the file.
 - d. Exception Items. If Bank finds Exception Items, Bank will advise Company by the Exception Notification Time email notification.
 - e. Default Exception Item Processing. In the absence of specific daily instructions from Company prior to the Cut-Off Times, checks on the Exception Items will be handled in accordance with Company's instructions regarding Exception Items elected above with the

- f. Late Instructions. If the Company misses the Decision Deadline, but belatedly provides instructions to stop payment on certain Exception Items, Bank may elect to attempt to return the Exception Items unpaid; however, the presenting bank may not be obligated to honor them.
- g. Security. If Bank receives any instructions to return checks or to allow checks to remain paid according to this Agreement which appear to be transmitted or authorized by the Company, Bank will deem checks effective as Company's instructions for those items.

E. Representations and Warranties.

Company hereby warrants and represents to Bank the following:

1. *Organization and Qualification.* Company is a duly organized, validly existing legal entity in good standing under the laws of the state of its incorporation, has the power and authority (corporate and otherwise) to enter into and perform this Agreement and its qualified and licensed to do business in each jurisdiction in which such qualification or licensing is required, and you have not commenced any dissolution proceedings. All information provided to Bank with respect to Company and its operations is true and correct.
2. *Due Authorization.* The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate or partnership action and will not contravene any law or governmental rule or order binding on Company or the formation documents of the Company, nor violate any agreement or instrument by which Company is bound. Company has duly executed and delivered this Agreement and it is valid and binding on the obligations of Company and is enforceable according to its terms. No notice to, or consent by, any governmental body is needed in connection with this transaction.
3. *Authorized Persons.* Bank may accept oral or written instructions (including instructions sent via facsimile or other electronic transmission) from any person executing this Agreement or designated as an authorized user or signer for the Services under the terms of the eTreasury+ Agreement and may also accept instructions from any person authorized to sign on the affected account (each an "Authorized Signer"). Company agrees to hold Bank harmless from any and all costs, suits, expenses, liabilities, damages and attorney's fees arising from or related to the Bank acting in good faith in accordance with instructions or information that was purportedly faxed or sent electronically by you or an authorized user or signer.

Unless this Agreement specifically limits the authority of particular persons, if any authorized user or authorized signer, or other persons purporting to be authorized to act on your behalf, gave us conflicting instructions, without liability to your or anyone else, we may (1) honor one or more instructions, (2) refuse to honor any of the instructions until we receive jointly agreed instructions from all persons who issued conflicting instructions, (3) turn to a court for disposition of any funds subject to conflicting instructions.

You will designate the services to be provided by adoption of this Agreement. If you are submitting a request on behalf of other companies of which you or your parent company have majority ownership (Affiliates), you must provide satisfactory evidence to us of your authority to authorize the Bank to provide the designated Service(s) to the Affiliate and you represent and warrant that you are authorized to access the account(s) of the Affiliate and give instructions binding upon the Affiliate.

F. Limitation of Liability.

1. Except as otherwise stated in this Agreement, the Bank will be liable to Company only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Service. The Bank will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in the whole or in part, from: (a) your actions or omissions, or those of third parties who are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any information or instructions provided to us; (d) any error, failure or delay in the transmission or delivery of data, records due to a breakdown in equipment, computer or communications facility; (e) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (f) your failure to provide us with complete and correct data in accordance with this Agreement.
2. Except for losses caused by solely our (but not our third party processing agents') gross negligence or willful misconduct, our aggregate liability to you for claims relating to this Agreement or the Service, whether for breach, negligence, infringement, in tort or otherwise, shall be limited to an amount equal to the total fees paid by you for the Service during the prior (6) month period. The Bank will not be responsible under any circumstances for special, indirect, incidental, punitive, exemplary or consequential damages which you incur as a result of our agents' actions or omissions, including without limitation any loss of use or loss of business, revenue, profits, opportunity or good will, even if the Bank is aware of the possibility for such damages.
3. You agree to cooperate with us in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Service. You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability, (b) your agreement to review statements, confirmations, and notifications promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

G. Fees, Service Charges and Taxes

1. *Fees.* Company agrees to pay Bank fees associated with the Services selected by Company. Company agrees that the Services agreed to herein will be subject to fees and charges which may be adjusted or increased from time to time by the Bank. Notice will be provided as required by applicable law.

The Bank will automatically debit the Company's checking account for the monthly processing fees and per item fees.

2. *Service Charges and Taxes.* Company agrees to pay our fees and charges for this service and any Fee Schedule provided to you by us. Company shall pay Bank the charges for each of the services used by Company. Such charges do not include, any sales, use, excise, value added, utility or other similar taxes relating to the services provided for herein, or any fees or charges provided for in the Agreement between Bank and Company with respect to the Account (the "Account Agreement"). The Bank may change our fees and charges by giving you thirty (30) days advanced written notice of the changes, if you object to the changes you may terminate the Services prior to the effective date of the changes. You also agree to pay all taxes or assessments that result from the services provided under this Agreement (except for taxes on our income) and to pay any access or transmission charges, transfer commissions or other direct charges we incur in providing a product or service to you. We may choose to collect these amounts by debiting any of your accounts with us, taking the fees into account in Account Analysis, and/or billing you.

H. General Agreement.

1. *Notification.* When Issue Files are received by the Bank via electronic transmission the Bank will generate an electronic notice sent via email to the Customer. The notification will include the total number of issued items posted to the eTreasury+ ARPPA module along with the total dollar value.
2. *Uncontrollable Events.* No Party will be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of that party include, without limitation: any failure or delay or interruption of any electronic communication system between you and us, equipment or software failure or malfunction, electrical, computer, Internet, or mechanical failure or malfunction, action or inaction of government, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, accident casualty, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution. We are not responsible for any act or failure to act by any correspondent bank, Federal Reserve Bank, SWIFT, National Automated Clearing House Association, any regional or local automated clearinghouse or any other third party.
3. *Default.* Each of the following events shall constitute an event of default under this Agreement (each an "Event of Default").
 - a. If the Company fails to pay when due the amount payable under, fails to satisfy any condition required to be satisfied by the Company under, or fails to observe or perform any agreement, provision, covenant or obligation to be observed or performed by Company under or in respect of this Agreement, or
 - b. If any representation or warranty made or deemed to be made by the Company in this Agreement, or any certificate or statement of fact made by the Company or any officer or other representative of the Company to the Bank, shall prove to have been incorrect or misleading on or as of the date made in any respect considered material by the Bank; or
 - c. If the Company is or becomes insolvent or bankrupt or any substantial assets of the Company are seized or otherwise attached pursuant to legal process or other means, or any step or proceeding is taken by or against the Company under or in respect of, or any resolution is passed by the directors, partners or members of the Company in respect of, any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditor's rights against the Company or any dissolution, liquidation or winding up of the Company; or
 - d. If one or more judgments, decrees or orders shall be rendered against the Company for the payment of money and any of such judgments, decrees or orders would, in the opinion of the Bank, have a material adverse effect and shall continue unsatisfied and in effect for a period of more than ten (10) Business Days without being vacated, discharged, satisfied or stayed pending appeal; or
 - e. A court enters a decree or order for relief with respect to Company in an involuntary case under any applicable bankruptcy, insolvency, or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Company or any substantial part of its property, or orders with wind- up or liquidation of its affairs; or a petition initiating an involuntary case under

any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

- f. Company commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debt as such debts become due, or takes corporate action in furtherance of any of the foregoing; or
 - g. Any event occurs which might, in Bank's opinion, have a material adverse effect on Company's financial condition, operations, assets or prospects, or
 - h. The death or dissolution of Company or any of the Guarantors, or
 - i. The commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any Account or any of the collateral or any property securing the repayment of any amounts outstanding under this Agreement.
 - j. If any provision of this Service Agreement considered material by the Bank is held by a court of competent jurisdiction to be unenforceable or if the Company alleges that any such provision is enforceable.
4. *Security Interest.* To secure repayment of all amounts owed to Bank by Company hereunder, Company grants Bank a security interest in the Account and all amounts held on deposit therein, all of the Company's now owned or hereafter acquired interest in all property in which Bank is, at any time, granted a lien for any liability, obligation or indebtedness owed Bank, and all property of Company in possession of Bank.
5. *Remedies.* If any Event of Default occurs, Bank may (i) cease providing Treasury Management Services hereunder, (ii) exercise any and all rights and remedies provided by applicable law, and/or (iii) proceed to realize upon any applicable collateral securing Company's obligations.
6. *Setoff.* If any Event of Default should occur, Bank is authorized, without notice to Company, to offset and apply to all or any part of the obligations all moneys, credits and other property of any nature whatsoever of Company now or at any time hereafter in the possession of, in transit to or from, under the control or custody of, or on deposit with Bank or any affiliate of Bank (whether held by Company individually or jointly with another party), including but not limited to certificates of deposit.
7. *Instructions, etc.; Bank's Reliance.*
- a. Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.
 - b. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in the *ARPPA Schedule A*. Company may add or delete any Authorized Representative by written notice to Bank signed by an Authorized Representative

other than that being added or deleted. Such notice shall be effective on the second (2nd) Business Day following the Business Day of Bank's receipt thereof.

- c. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier to the address listed at the end of this document, unless another address is substituted by notice delivered or sent as provided herein. Bank may also in its discretion deliver certain notices via facsimile or electronic mail transmission and/or Bank may request that certain notices be sent via facsimile or electronic mail transmission. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.
8. *Amendment.* From time to time, Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any Cutoff Hours, any Business Day, and any part of this Service Agreement attached hereto. We may amend or supplement this Agreement by giving you thirty (30) days written notice of the amendment or supplement. If the change is required by law, regulations or applicable clearing house rules, or if we determine in our sole discretion that the change is necessary for the security of your accounts or the security or integrity of the systems used by us in performing treasury management services, we may amend or supplement this Agreement by giving you notice promptly after the change. If the change is unacceptable to you, you may terminate this Agreement by written notice to us prior to the effective date of the change (or within ten (10) days after receiving notice of any change for which prior notice is not required.) You may change this Agreement only by a written Agreement signed by us setting forth the changes.
9. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.
10. *Binding Agreement: Benefit.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.
11. *Termination.* Either the Company or the Bank may terminate this Agreement or the portion relating to any particular product or service by giving thirty (30) days written notice to the other party. All provisions relating to indemnification, limitation of liability, and Confidential Information will survive termination. We may also terminate all or part of this Agreement immediately and without prior notice if (1) you fail to maintain adequate available balances in your accounts or fail to pay any overdraft of any kind, no matter how the overdraft was created (unless the overdraft was created solely by our error); (2) you violate this Agreement or any loan, credit, letter of credit or other financing agreement under which you are a debtor or account party (whether with us or any other creditor); (3) you fail to provide financial information that we reasonably request; (4) a material adverse change occurs in your financial or Company condition; (5) you make general assignment for the benefit of creditors or become a debtor in any bankruptcy, voluntary or involuntary or other insolvency or liquidation proceeding of any kind; (6) we determine that it has become impracticable for us to perform under this Agreement because of changes in applicable laws, regulations, or clearing house rules.
12. *Non-Assignment.* Company may not assign the Agreement or any rights or duties to any person, company, or corporation without the Bank's written consent, which consent may be granted or withheld in the Bank's sole and absolute discretion. You must provide written

notification of pending assignment sixty (60) days prior to closing for acceptance by the Bank. Bank's written consent will include a contract binding the acquiring entity to the terms described in this Agreement.

13. *Governing Law/Venue.* This Agreement will be governed by and interpreted by the law where the Bank has its primary place of business, Connecticut, (unless any action or inaction complained of relates to a specific branch or office, and the laws of such jurisdiction requires that the laws of the state where that branch or office is located control, in which event the laws of the state where that branch or office will govern) and is the place of performance of this Agreement, and is the proper venue for any action or proceeding related to this Agreement, whether such action is in contract, tort, or otherwise. You may be served with process by certified or registered mail, return receipt requested, at your notice address under this Agreement, or in any other manner permitted by law. The prevailing party in any suit related to a claim under this Agreement will be entitled to legal costs, including reasonable attorney's fees.

14. *Entire Agreement.* This Agreement constitutes the entire Agreement between you and us regarding the Services; it supersedes all proposals and prior Agreements and all oral discussions relating to the subjects covered by this Agreement; and it may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement of the parties. There are no unwritten oral agreements between you and us. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of such violation or amendment. This Agreement supersedes other Agreements between the Company and the Bank with regard to the provision of Services contained in the Agreement.

15. *Notices or Contact.* Any written communications can be made at the address below. Unsecured methods of communications may be made via FAX or email.

People's United Bank
Treasury Management Services
850 Main Street
Bridgeport, CT 06604
Fax: 844-264-3580 | eMail: clientsupport@peoples.com

Company Name:		
Company Officer Signature:		Company Officer Name:
Title:	Date:	Phone:
People's United Bank, N.A.		
Bank Officer Signature:		Bank Officer Name:
Title:	Date:	Phone: