



First County Bank Wire Transfer Terms and Conditions

1. Complete Discretion to Accept or Reject Orders

Bank may, in its discretion and without liability of any kind to Customer, accept or reject any payment order requested by Customer. The Bank will provide to Customer a notice of rejection by telephone on the same business day that the rejection is received by Bank and may also provide notice by first class mail to the address indicated on the wire transfer request.

2. Debit to the Designated Account

The Bank may, either before or after accepting a payment order, debit the amount of such order from the account(s) of Customer at the Bank, which is (are) designated for that purpose. (ii) If there is no such account designated, Bank may charge any account of Customer at the Bank in the amount of the funds transfer which Customer has ordered. (iii) Customer agrees to at all times maintain a balance of available funds in the account(s) sufficient to cover payment obligations. If Customer's available funds at the time of a payment order are less than the amount of the wire funds transfer ordered, Customer agrees that Bank may, to the extent permitted by law, reject Customer's request for a payment order. If Bank, in its discretion, does accept such payment order, Customer agrees that the amount by which the funds transferred exceed the available funds in Customer's accounts will be due and payable immediately by Customer in order for wire transfer to be initiated by the Bank and Bank may to the extent permitted by law, debit any account Customer maintains with Bank, or Bank may set off against any amount Bank owes Customer in order to obtain payment of Customer's obligations. Customer should also refer to the First County Bank Deposit Account Agreement for information regarding overdrafts and related fees.

3. 2:00 P.M. Cut-Off

Bank's wire transfer business day is that part of a banking day prior to 2:00 P.M. eastern standard time, Monday through Friday, under regular banking hours, that Bank is open for receipt, processing and transmittal of wire transfer payment orders and communications canceling and amending payment orders. A payment order or cancellation or amendment of a payment order should be received by the Bank before 2:00 P.M. on that wire transfer business day in order to make a "same day transfer" possible. Bank may, in its discretion and its option, extend its cut-off hour. Bank does not guarantee the wire transfer; amendment or cancellation will become effective on the same wire transfer business day. Bank may, in its discretion, require an earlier cut off time if the Bank is operating under limited business hours for that day for any circumstance. Note that additional requirements and procedures may apply to international wires payment orders.

4. Identifying Numbers Supersede Identified Names

If there is inconsistency in a payment order between the identifying number and name given in the payment order, Bank may use the identifying number in executing the payment order without verifying that the number is correct. Any payment order issued by the Customer may be made by Bank, and accepted and paid by the beneficiary's bank, on the basis of an identifying number, even though such numbers are inconsistent with, or different from, the named beneficiary, beneficiary's bank, etc. The Bank, and other banks accepting the orders, are not required to check or verify any identifying or account number given by Customer with any name given. Customer, therefore, agrees that Bank and others may rely on identifying or account numbers which Customer provides to Bank. Customer also agrees to use great care in using identifying or account numbers.

5. Canceling or Amending an Order

Unless (i) Bank and all other receiving banks including the beneficiary's bank have a reasonable amount of time to respond before the order has been accepted, or, (ii) the Bank and all such other banks agree to

the cancellation or amendment and such amendment or cancellation is allowed by law. Bank is not obligated to attempt to cancel or amend a payment order; but even if Bank elects to attempt to cancel or amend a payment, the above rules apply. Amendment of a payment order will be deemed to be a cancellation of the original request at the time of amendment and issuance of a new transfer request. By requesting cancellation or amendment of a payment order, Customer realizes that Customer may be liable under section 42a-4A-211 of the Connecticut General Statutes.

6. Use of Correspondent Accounts

The transfer of funds may be effected through any one, or a series of, correspondent banks to the beneficiary's bank and of Bank in a manner deemed most appropriate and effective by Bank or by any other bank participating in the wire transfer.

7. Refunds

In the event that the beneficiary does not receive payment of the transfer and Customer is entitled to a refund, upon receipt by Bank of the returned funds, Bank will refund the amount to Customer less any expenses associated with the recovery. In such instance, Bank will notify Customer as soon as reasonably practical.

8. Liability; Limitations on Liability; Indemnity.

Bank shall exercise reasonable care in providing the services hereunder but in no event shall Bank be liable for any consequential special or indirect loss or damages except where required by law. Customer further agrees that Bank shall not be liable for any acts or omissions, error, delay or default on the part of any other person, including without limitation, Bank's correspondent bank(s), and Federal Reserve Bank or transmission or communications facility, the payee or payee bank, or any other bank, and such person shall not be deemed Bank's agent. Except as otherwise expressly provided herein, Bank shall not be required to act upon any instruction received from Customer or any other person, or to provide any notice or advice to Customer or another other person with respect to any matter. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or for any delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, wars, riots, emergency conditions or other circumstances beyond Bank's control. Bank is entitled to rely on any writing believed by Bank in good faith to be genuine and correct and to have been signed by Customer. Customer agrees to indemnify Bank against any loss, liability or expense (including attorney's fees) incurred by Bank in performing services.

9. Interest

Customer agrees that in the event Bank becomes liable to Customer for the payment of interest as the result of a Bank error, interest will be paid at the rate of interest then being paid by the Bank's passbook savings accounts.

10. Laws of Connecticut.

This Agreement shall be governed by the laws of the State of Connecticut, particularly Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Federal Reserve Board Regulations to the extent applicable.

11. Nothing in this Agreement shall be construed to supersede any agreements and understandings of any previously executed wire transfer agreements.

12. Additional Terms Applicable to Certain International Wire Transfers originated by Consumers to Recipients outside the United States.

Wire transfers by a consumer for personal, family, or household purposes to a Recipient outside of the United States in an amount greater than \$15 (referred to as "International Remittance Transfers"), are subject to the following additional terms, which shall be in addition to the other terms contained in this Agreement. Where a term in another part of this disclosure conflicts with this Section, this Section shall govern. With respect to International Remittance Transfers, after you submit a Request for an International Remittance Transfer, and before you pay for the transfer, we will provide you with a Prepayment Disclosure, which will include information required by law, including, among other things, the

applicable exchange rate and certain fees the Bank charges, relating to such transaction. You are not required to complete the transaction after receiving such Prepayment Disclosure.

If you continue with the International Remittance Transfer after receiving the Prepayment Disclosure, we will provide you a Receipt that repeats the information set forth in the previous disclosure, as well as additional information required by law. Alternatively, we may provide you with all such information prior to payment of the transaction and provide you with a Proof of Payment after payment. Amounts provided in such International Remittance Transfer disclosures are generally exact amounts, however, the exchange rate and fees imposed by persons other than the Bank, if provided, may be reasonably accurate estimates in certain circumstances. If an estimate is used, it will be computed by a methodology consistent with applicable law and will be labeled as such in the disclosure. We may rely on your representations to determine the currency in which the International Remittance Transfer will be received. If you do not know the currency in which funds will be received, we may assume that funds are to be received in the same currency in which the International Remittance Transfer is funded.