

**RESOLUTION DESIGNATING PUBLIC DEPOSITORY AND AUTHORIZING  
WITHDRAWAL OF MUNICIPAL PUBLIC MONEYS**

<b>TO:</b> (Name/Address of Financial Institution) <b>Dime Bank</b> <b>290 Salem Turnpike</b> <b>Norwich, CT 06360</b>	<b>FROM:</b> (Name/Address of Municipal Entity) <b>Town Of Colchester</b> <b>127 Norwich Ave</b> <b>Colchester, CT 06415-1230</b>
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Words or phrases preceded by a ☐ are applicable only if the ☒ is marked.

**Under the Governing Municipality of: Town Of Colchester**

**State of: Connecticut**

**"IT IS RESOLVED THAT:**

**Dime Bank** (the "Financial Institution"), qualified as a public depository under state law, is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited;

The following described account(s) be opened and maintained in the name of this Municipality with the Financial Institution subject to the rules and regulations of the Financial Institution from time to time in effect;

The person(s) and the number thereof designated by title designated account(s) is hereby authorized, for and on behalf of this Municipality, to sign orders or checks in accordance with state law, for payment or withdrawal of money from said account(s) and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by Financial Institution any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality;

The endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation of signature of the person so endorsing; and

Any one of the persons holding the offices of this Municipality designated below is hereby authorized to make oral or written requests of the Financial Institution for the transfer of funds or money between accounts maintained by this Municipality at the Financial Institution."

**THIS RESOLUTION APPLIES TO (Select One):** ☐ **All Accounts**

☒ **Specific Account Number(s):** -----

**DATE OF RESOLUTION: 02/10/2023**

NAME AND TITLE	SIGNATURE	NO. OF NECESSARY COUNTER SIGNATURES
Andreas Bisbikos 1st Selectman		
John Ringo Treasurer		

Additional comments or instructions:

This Resolution includes all of the provisions on Page 2.

This is to Certify, that the foregoing is a true and correct copy of resolutions duly and legally adopted by the governing body of Municipality at an open legal meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ and said resolutions are now in full force and effect.

Signed by

**Gayle Furman**

Date

Clerk

The undersigned member of the governing body not authorized to sign orders or checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

Date

Title:



**"IT IS FURTHER RESOLVED**, that the Financial Institution be and is hereby authorized and directed to honor, certify, pay and charge to any of the accounts of this Municipality, all orders or checks for the payment, withdrawal or transfer of funds or money deposited in these accounts or to the credit of this Municipality for whatever purpose or to whomever payable, including requests for conversion of such instruments into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any persons signing such instrument or payable to or for the credit of any other officer, agent or employee of this Municipality, when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by the person(s), and the number thereof, designated by title for the accounts described in the foregoing resolution, and to honor any request(s) made in accordance with the foregoing resolution, whether written or oral, and including but not limited to, request(s) made by telephone or other electronic means, for the transfer of funds or money between accounts maintained by this Municipality at the Financial Institution, and the Financial Institution shall not be required or under any duty to inquire as to the circumstances of the issuance or use of any such instrument or request or the application or use of proceeds thereof.

**FURTHER RESOLVED**, that the Financial Institution be and is hereby authorized to comply with any process, summons, order, injunction, execution, distraint, levy, lien, or notice of any kind (hereafter called "Process") received by or served upon the Financial Institution, by which, in the Financial Institution's opinion, another person or entity claims an interest in any of these accounts and Financial Institution may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from these accounts and may hold the balance therein until Process is disposed of to Financial Institution's satisfaction.

**FURTHER RESOLVED**, that any one of the persons holding the offices of this Municipality designated above is hereby authorized (1) to receive for and on behalf of this Municipality, securities, currency or any other property of whatever nature held by, sent to, consigned to or delivered to the Financial Institution for the account of or for delivery to this Municipality, and to give receipt therefor, and the Financial Institution is hereby authorized to make delivery of such property in accordance herewith, (2) to sell, transfer, endorse for sale or otherwise authorize the sale or transfer of securities or any other property of whatever nature held by, sent to, consigned to or delivered to the Financial Institution for the account of or for delivery to this Municipality, and to receive and/or apply the proceeds of any such sale to the credit of this Municipality in any such manner as he/she/they deem(s) proper, and the Financial Institution is hereby authorized to make a sale or transfer of any of the aforementioned property in accordance herewith, and (3) in accordance with state law, to accept such security, if applicable, and to execute such documents as said officer deems proper and necessary to secure the funds of this Municipality and to issue instructions regarding the same.

**FURTHER RESOLVED**, that this Municipality assumes full responsibility for any and all payments made or any other actions taken by the Financial Institution in reliance upon the signatures, including facsimiles thereof, of any person or persons holding the offices of this Municipality designated above regardless of whether or not the use of a facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any instrument if such signatures resemble the specimen or facsimile signatures provided to the Financial Institution, for refusing to honor any signatures not provided to the Financial Institution, for honoring any requests for the transfer of funds or money between accounts or for the instructions from the persons designated in the foregoing resolutions regarding security for the accounts notwithstanding any inconsistent requirements of this Municipality not expressed in the foregoing resolutions, and that this Municipality agrees to indemnify and hold harmless the Financial Institution against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Financial Institution resulting from or arising out of any such payment or other action.

Select if applicable: ☒ **Further Resolved**, the Financial Institution is authorized to honor facsimile and other non-manual signatures and may honor and charge the Municipality for all negotiable instruments, checks, drafts, and other orders for payment of money drawn in the name of the Municipality, on its regular accounts, including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means the facsimile signature or other non-manual signature may have been affixed, or electronically communicated, if such facsimile signature resembles the specimen attached to this Resolution or filed with the Financial Institution, regardless of whether misuse of a specimen or non-manual signature is with or without the negligence of the Municipality. The Specimen Facsimile Signature Exhibit, if attached, is incorporated into and is an integral part of this Resolution. The Municipality indemnifies the Financial Institution for all claims, expenses, and losses resulting from the honoring of any signature certified or refusing to honor any signature not so certified.

**FURTHER RESOLVED**, that the Secretary or Clerk of this Municipality be and hereby is authorized and directed to certify to the Financial Institution the foregoing resolutions, that the provisions thereof are in conformity with law, the names, incumbencies and specimen or facsimile signature(s) on this resolution and, if applicable, on signature cards of the officer or officers named therein, and that the foregoing resolutions and signature cards, if any, and the authority thereby conferred shall remain in full force and effect until this Municipality notifies the Financial Institution to the contrary in writing; and the Financial Institution may conclusively presume that such resolutions and signature cards are in effect and that the persons identified therein from time to time as officers of the Municipality have been duly elected or appointed to and continue to hold such offices.

**FURTHER RESOLVED**, that this resolution authorizes the Financial Institution to honor all orders or checks when bearing, or purporting to bear, the facsimile signature(s) provided below, if any, by any of the named officers, or in an attached Exhibit when indicated."

\_\_\_\_\_  
Facsimile Signature

\_\_\_\_\_  
Facsimile Signature

☒ The Specimen Facsimile Signature Exhibit attached is incorporated into and is an integral part of this Resolution.

By Initialing, I acknowledge this is page 2 of 2 of the Resolution Designating  
Public Depository and Authorizing Withdrawal of Municipal Public Moneys

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

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Initials

\_\_\_\_\_  
Initials



<b>SPECIMEN FACSIMILE SIGNATURE EXHIBIT</b>	<b>Dime Bank</b> <b>290 Salem Turnpike</b> <b>Norwich, CT 06360</b>
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**ACCOUNT HOLDER INFORMATION**

**Town Of Colchester**

**127 Norwich Ave**  
**Colchester, CT 06415-1230**

This Specimen Facsimile Signature Exhibit is attached to, incorporated into, and is considered an integral part of the (document type or name) **Resolution and Signature cards**, dated , to which it is attached.

THIS FACSIMILE EXHIBIT APPLIES TO: (Check all that apply) ☐ ALL ACCOUNTS

☒ SPECIFIC ACCOUNT NUMBERS

Facsimile Signature Specimen	Facsimile Signature Specimen
For <b>Andreas Bisbikos</b> Title/Capacity <b>1st Selectman</b>	For <b>John Ringo</b> Title/Capacity <b>Treasurer</b>
Facsimile Signature Specimen	Facsimile Signature Specimen
For Title/Capacity	For Title/Capacity

I certify that the names, titles or capacities, and facsimile signatures above are those of the signers authorized by the referenced

X \_\_\_\_\_  
**Gayle Furman**  
**Clerk** Date

Attested by:

X \_\_\_\_\_  
Date



<b>NEW ACCOUNT INFORMATION</b>  DATE 02/10/2023 Check if applicable: <input type="checkbox"/> Temporary <input type="checkbox"/> Replacement	<b>Financial Institution Name And Address</b> Dime Bank 290 Salem Turnpike Norwich, CT 06360
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<b>ACCOUNT INFORMATION</b> AMOUNT OF DEPOSIT \$ _____ PLAN # _____ ACCOUNT NUMBER _____ TITLE OF ACCOUNT _____ ACCOUNT T.I.N. _____  <b>Town Of Colchester</b> <b>Accounts Receivable</b> <b>127 Norwich Ave</b> <b>Colchester, CT 06415-1230</b>  OWNERSHIP TYPE <b>Single</b> PRODUCT NAME <b>Municipal Checking</b> Words, numbers or phrases preceded by a <input type="checkbox"/> are applicable only when marked, i.e., <input checked="" type="checkbox"/> Opened By <b>Abigail A. St. Louis</b>	
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<b>BUSINESS ENTITY INFORMATION</b> BUSINESS NAME AND ADDRESS <b>Town Of Colchester</b> <b>127 Norwich Ave</b> <b>Colchester, CT 06415-1230</b>  ASSUMED NAME IF D/B/A _____  CONTACT NAME _____ CONTACT TITLE _____ CONTACT PHONE _____ OTHER _____	BUSINESS FILING STATE _____ ENTITY DOCUMENT _____ LAST FILING DATE _____ FILING EXPIRATION _____ DATE ESTABLISHED _____ NATURE OF BUSINESS _____ PRIMARY LOCATION _____ RESOLUTION DATE _____ E-MAIL ADDRESS <b>mwilliamson@colchesterct.gov</b> FACSIMILE AUTHORIZATION ON FILE <input type="checkbox"/> YES <input type="checkbox"/> NO LIMITED LIABILITY COMPANY TAX CLASSIFICATION: _____ BUSINESS ENGAGES IN INTERNET GAMBLING* <input type="checkbox"/> OFAC <input type="checkbox"/> ChexSystems <input type="checkbox"/> ID Verification <input type="checkbox"/> <small>*If box is checked you must provide evidence of authority to engage in Internet Gambling.</small>
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<b>TAXPAYER IDENTIFICATION NUMBER CERTIFICATION</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (Notice: If you are subject to backup withholding, cross out this line), and 3. I am a U.S. citizen or other U.S. person (defined in the W-9 Instructions), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	Exempt payee code, if any: _____ Exemption from FATCA reporting code, if any: _____  Taxpayer Identification Number: _____
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SIGNATURE <b>Town Of Colchester</b>	DATE _____
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**ADDITIONAL TERMS**

**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.

**ACKNOWLEDGMENT.** By signing this document, the undersigned acknowledge that they have opened the type of account designated above, and have received, understand and agree to be bound by the terms of the Account Agreement for that account type. The undersigned certify that all information provided to the institution is true and accurate. If this is a consumer account, the undersigned acknowledge receipt of the appropriate Account Agreement for the type of account opened and a copy of this institution's Privacy Policy, if one was not previously provided. The undersigned also acknowledge receipt, when applicable, of this institution's Truth In Savings, Funds Availability Policy, Electronic Fund Transfer, Overdraft Services Consent Form, and/or the Substitute Check Policy Disclosure. If an authorized signer (which includes an agent or convenience signer as defined by applicable state law) is being designated by the account owner(s), by signing below all owners are agreeing to that designation. If this is a commercial account, the undersigned acknowledge receipt of the Funds Availability Policy and, when applicable, a copy of this institution's Privacy Policy and other account disclosures. If this account is opened in the name of the business entity, all signers acknowledge that they are acting on behalf of the business entity, and they have the authority to act on behalf of the business entity to the extent indicated in a validly executed business resolution. All signers authorize this institution to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

NUMBER OF SIGNATURES REQUIRED: _____ <input checked="" type="checkbox"/> FACSIMILE ALLOWED			
<input type="checkbox"/> Authorized Signer Only	Title: <b>NonTax Signator</b>	<input type="checkbox"/> Authorized Signer Only	Title: <b>NonTax Signator</b>
<b>X</b> <b>Andreas Bisbikos</b>	Date _____	<b>X</b> <b>John Ringo</b>	Date _____
<input type="checkbox"/> Authorized Signer Only	Title: _____	<input type="checkbox"/> Authorized Signer Only	Title: _____
<b>X</b>	Date _____	<b>X</b>	Date _____



ACCOUNT NUMBER:

<b>OWNER/SIGNER #1</b> NAME AND ADDRESS <b>John Ringo</b>  <hr/> Title/Capacity: <b>NonTax Signator</b> EMPLOYER NAME AND ADDRESS   Tax ID Number: Date of Birth: Primary Phone: Secondary Phone: Cell Phone:	ID Type: <b>D-Driver's License</b> ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: Verification: Unique Identifier: E-Mail Address: OFAC <input type="checkbox"/> ChexSystems <input type="checkbox"/> ID Verification <input type="checkbox"/>
<b>OWNER/SIGNER #2</b> NAME AND ADDRESS <b>Andreas Bisbikos</b>  <b>Colchester, CT 06415</b> Title/Capacity: <b>NonTax Signator</b> EMPLOYER NAME AND ADDRESS   Tax ID Number: Date of Birth: Primary Phone: Secondary Phone: Cell Phone:	ID Type: <b>D-Driver's License</b> ID Number: ID Issued By: ID Issuing Location: <b>CT</b> ID Issue Date: ID Expiration: ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: Verification: Unique Identifier: E-Mail Address: <b>selectman@colchester.gov</b> OFAC <input type="checkbox"/> ChexSystems <input type="checkbox"/> ID Verification <input type="checkbox"/>
<b>OWNER/SIGNER #3</b> NAME AND ADDRESS   Title/Capacity: EMPLOYER NAME AND ADDRESS   Tax ID Number: Date of Birth: Primary Phone: Secondary Phone: Cell Phone:	ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: Verification: Unique Identifier: E-Mail Address: OFAC <input type="checkbox"/> ChexSystems <input type="checkbox"/> ID Verification <input type="checkbox"/>
<b>OWNER/SIGNER #4</b> NAME AND ADDRESS   Title/Capacity: EMPLOYER NAME AND ADDRESS   Tax ID Number: Date of Birth: Primary Phone: Secondary Phone: Cell Phone:	ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: Verification: Unique Identifier: E-Mail Address: OFAC <input type="checkbox"/> ChexSystems <input type="checkbox"/> ID Verification <input type="checkbox"/>
<b>VERIFICATION / FOLLOW-UP</b>	
<b>BENEFICIARY DESIGNATION.</b> THE FOLLOWING BENEFICIARY(IES) ARE DESIGNATED: <div style="float: right;"><input type="checkbox"/> See Addendum</div> <div style="clear: both;"></div> <div style="display: flex; justify-content: space-between;"> <div>1.</div> <div>2.</div> </div> <div style="display: flex; justify-content: space-between;"> <div>3.</div> <div>4.</div> </div>	



<b>NEW ACCOUNT INFORMATION</b>  DATE <b>02/09/2023</b> Check if applicable: <input type="checkbox"/> Temporary <input type="checkbox"/> Replacement	<b>Financial Institution Name And Address</b> Dime Bank 290 Salem Turnpike Norwich, CT 06360
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<b>ACCOUNT INFORMATION</b> AMOUNT OF DEPOSIT \$ _____ PLAN # _____ ACCOUNT NUMBER _____ TITLE OF ACCOUNT _____ ACCOUNT T.I.N. _____  <b>Town Of Colchester</b> <b>Escrow Account</b> <b>127 Norwich Ave</b> <b>Colchester, CT 06415-1230</b>  OWNERSHIP TYPE <b>Single</b> PRODUCT NAME <b>Dime Select</b> Words, numbers or phrases preceded by a <input type="checkbox"/> are applicable only when marked, i.e., <input checked="" type="checkbox"/> . Opened By <b>Abigail A. St. Louis</b>	<b>BUSINESS ENTITY INFORMATION</b> BUSINESS NAME AND ADDRESS <b>Town Of Colchester</b> <b>127 Norwich Ave</b> <b>Colchester, CT 06415-1230</b>  ASSUMED NAME IF D/B/A _____  CONTACT NAME _____ CONTACT TITLE _____ CONTACT PHONE _____ OTHER _____
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<b>TAXPAYER IDENTIFICATION NUMBER CERTIFICATION</b> Under penalties of perjury, I certify that: <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (Notice: If you are subject to backup withholding, cross out this line), and</li> <li>I am a U.S. citizen or other U.S. person (defined in the W-9 Instructions), and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol>	Exempt payee code, if any: _____ Exemption from FATCA reporting code, if any: _____  Taxpayer Identification Number: _____
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SIGNATURE <b>Town Of Colchester</b>	DATE _____
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**ADDITIONAL TERMS**

**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.

**ACKNOWLEDGMENT.** By signing this document, the undersigned acknowledge that they have opened the type of account designated above, and have received, understand and agree to be bound by the terms of the Account Agreement for that account type. The undersigned certify that all information provided to the institution is true and accurate. If this is a consumer account, the undersigned acknowledge receipt of the appropriate Account Agreement for the type of account opened and a copy of this institution's Privacy Policy, if one was not previously provided. The undersigned also acknowledge receipt, when applicable, of this institution's Truth In Savings, Funds Availability Policy, Electronic Fund Transfer, Overdraft Services Consent Form, and/or the Substitute Check Policy Disclosure. If an authorized signer (which includes an agent or convenience signer as defined by applicable state law) is being designated by the account owner(s), by signing below all owners are agreeing to that designation. If this is a commercial account, the undersigned acknowledge receipt of the Funds Availability Policy and, when applicable, a copy of this institution's Privacy Policy and other account disclosures. If this account is opened in the name of the business entity, all signers acknowledge that they are acting on behalf of the business entity, and they have the authority to act on behalf of the business entity to the extent indicated in a validly executed business resolution. All signers authorize this institution to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

NUMBER OF SIGNATURES REQUIRED: _____ <span style="float: right;"><input checked="" type="checkbox"/> FACSIMILE ALLOWED</span>			
<input type="checkbox"/> Authorized Signer Only	Title: <b>NonTax Signator</b>	<input type="checkbox"/> Authorized Signer Only	Title: <b>NonTax Signator</b>
<b>X</b> _____	Date _____	<b>X</b> _____	Date _____
<input type="checkbox"/> Authorized Signer Only	Title: _____	<input type="checkbox"/> Authorized Signer Only	Title: _____
<b>X</b> _____	Date _____	<b>X</b> _____	Date _____





<b>NEW ACCOUNT INFORMATION</b>  DATE 02/09/2023 Check if applicable: <input type="checkbox"/> Temporary <input type="checkbox"/> Replacement	<b>Financial Institution Name And Address</b> Dime Bank 290 Salem Turnpike Norwich, CT 06360
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<b>ACCOUNT INFORMATION</b> AMOUNT OF DEPOSIT \$ TITLE OF ACCOUNT  Town Of Colchester Savings Account 127 Norwich Ave Colchester, CT 06415-1230  OWNERSHIP TYPE Single PRODUCT NAME Corporate Daily Access Words, numbers or phrases preceded by a <input type="checkbox"/> are applicable only when marked, i.e., <input checked="" type="checkbox"/> Opened By Abigail A. St. Louis	PLAN #	ACCOUNT NUMBER  ACCOUNT T.I.N.
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<b>BUSINESS ENTITY INFORMATION</b> BUSINESS NAME AND ADDRESS Town Of Colchester 127 Norwich Ave Colchester, CT 06415-1230  ASSUMED NAME IF D/B/A  CONTACT NAME CONTACT TITLE CONTACT PHONE OTHER	BUSINESS FILING STATE ENTITY DOCUMENT LAST FILING DATE FILING EXPIRATION DATE ESTABLISHED NATURE OF BUSINESS PRIMARY LOCATION RESOLUTION DATE E-MAIL ADDRESS mwlliamson@colchesterct.gov FACSIMILE AUTHORIZATION ON FILE <input type="checkbox"/> YES <input type="checkbox"/> NO LIMITED LIABILITY COMPANY TAX CLASSIFICATION: _____ BUSINESS ENGAGES IN INTERNET GAMBLING* <input type="checkbox"/> OFAC <input type="checkbox"/> ChexSystems <input type="checkbox"/> ID Verification <input type="checkbox"/> <small>*If box is checked you must provide evidence of authority to engage in Internet Gambling.</small>
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<b>TAXPAYER IDENTIFICATION NUMBER CERTIFICATION</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (Notice: If you are subject to backup withholding, cross out this line), and 3. I am a U.S. citizen or other U.S. person (defined in the W-9 Instructions), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	Exempt payee code, if any: Exemption from FATCA reporting code, if any:   Taxpayer Identification Number:
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SIGNATURE <b>Town Of Colchester</b>	DATE
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**ADDITIONAL TERMS**

**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.

**ACKNOWLEDGMENT.** By signing this document, the undersigned acknowledge that they have opened the type of account designated above, and have received, understand and agree to be bound by the terms of the Account Agreement for that account type. The undersigned certify that all information provided to the institution is true and accurate. If this is a consumer account, the undersigned acknowledge receipt of the appropriate Account Agreement for the type of account opened and a copy of this institution's Privacy Policy, if one was not previously provided. The undersigned also acknowledge receipt, when applicable, of this institution's Truth In Savings, Funds Availability Policy, Electronic Fund Transfer, Overdraft Services Consent Form, and/or the Substitute Check Policy Disclosure. If an authorized signer (which includes an agent or convenience signer as defined by applicable state law) is being designated by the account owner(s), by signing below all owners are agreeing to that designation. If this is a commercial account, the undersigned acknowledge receipt of the Funds Availability Policy and, when applicable, a copy of this institution's Privacy Policy and other account disclosures. If this account is opened in the name of the business entity, all signers acknowledge that they are acting on behalf of the business entity, and they have the authority to act on behalf of the business entity to the extent indicated in a validly executed business resolution. All signers authorize this institution to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

NUMBER OF SIGNATURES REQUIRED:				<input checked="" type="checkbox"/> FACSIMILE ALLOWED
<input type="checkbox"/> Authorized Signer Only	Title: <b>NonTax Signator</b>	<input type="checkbox"/> Authorized Signer Only	Title: <b>NonTax Signator</b>	
<b>X</b> _____ <b>Andreas Bisbikos</b>	Date	<b>X</b> _____ <b>John Ringo</b>	Date	
<input type="checkbox"/> Authorized Signer Only	Title:	<input type="checkbox"/> Authorized Signer Only	Title:	
<b>X</b> _____	Date	<b>X</b> _____	Date	





## OWNER/SIGNER #1 NAME AND ADDRESS

John Ringo

Colchester, CT 06415

Title/Capacity: NonTax Signator

EMPLOYER NAME AND ADDRESS

Tax ID Number:

Date of Birth:

Primary Phone:

Secondary Phone:

Cell Phone:

ID Type: D-Driver's License

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

Verification:

Unique Identifier:

E-Mail Address:

OFAC ☐ChexSystems ☐ID Verification ☐

## OWNER/SIGNER #2 NAME AND ADDRESS

Andreas Bisbikos

Colchester, CT 06415

Title/Capacity: NonTax Signator

EMPLOYER NAME AND ADDRESS

Tax ID Number:

Date of Birth:

Primary Phone:

Secondary Phone:

Cell Phone:

ID Type: D-Driver's License

ID Number:

ID Issued By:

ID Issuing Location: CT

ID Issue Date:

ID Expiration:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

Verification:

Unique Identifier:

E-Mail Address: selectman@colchester.gov

OFAC ☐ChexSystems ☐ID Verification ☐

## OWNER/SIGNER #3 NAME AND ADDRESS

Title/Capacity:

EMPLOYER NAME AND ADDRESS

Tax ID Number:

Date of Birth:

Primary Phone:

Secondary Phone:

Cell Phone:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

Verification:

Unique Identifier:

E-Mail Address:

OFAC ☐ChexSystems ☐ID Verification ☐

## OWNER/SIGNER #4 NAME AND ADDRESS

Title/Capacity:

EMPLOYER NAME AND ADDRESS

Tax ID Number:

Date of Birth:

Primary Phone:

Secondary Phone:

Cell Phone:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

Verification:

Unique Identifier:

E-Mail Address:

OFAC ☐ChexSystems ☐ID Verification ☐

## VERIFICATION / FOLLOW-UP

BENEFICIARY DESIGNATION. THE FOLLOWING BENEFICIARY(IES) ARE DESIGNATED.

☐ See Addendum

1.

2.

3.

4.



**RESOLUTION DESIGNATING PUBLIC DEPOSITORY AND AUTHORIZING  
WITHDRAWAL OF MUNICIPAL PUBLIC MONEYS**

<b>TO:</b> (Name/Address of Financial Institution) <b>Dime Bank</b> <b>290 Salem Turnpike</b> <b>Norwich, CT 06360</b>	<b>FROM:</b> (Name/Address of Municipal Entity) <b>Town Of Colchester</b> <b>127 Norwich Ave</b> <b>Colchester, CT 06415-1230</b>
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Words or phrases preceded by a ☐ are applicable only if the ☒ is marked.

**Under the Governing Municipality of: Town Of Colchester**

**State of: Connecticut**

**"IT IS RESOLVED THAT:**

**Dime Bank** (the "Financial Institution"), qualified as a public depository under state law, is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited;

The following described account(s) be opened and maintained in the name of this Municipality with the Financial Institution subject to the rules and regulations of the Financial Institution from time to time in effect;

The person(s) and the number thereof designated by title designated account(s) is hereby authorized, for and on behalf of this Municipality, to sign orders or checks in accordance with state law, for payment or withdrawal of money from said account(s) and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by Financial Institution any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality;

The endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation of signature of the person so endorsing; and

Any one of the persons holding the offices of this Municipality designated below is hereby authorized to make oral or written requests of the Financial Institution for the transfer of funds or money between accounts maintained by this Municipality at the Financial Institution."

**THIS RESOLUTION APPLIES TO** (Select One): ☐ **All Accounts**

☒ **Specific Account Number(s):** \_\_\_\_\_ )

**DATE OF RESOLUTION: 02/10/2023**

NAME AND TITLE	SIGNATURE	NO. OF NECESSARY COUNTER SIGNATURES
Andreas Bisbikos 1st Selectman		
John Ringo Treasurer		
Alexander Oliphant Chairman Board of Ed		

Additional comments or instructions:

This Resolution includes all of the provisions on Page 2.

This is to Certify, that the foregoing is a true and correct copy of resolutions duly and legally adopted by the governing body of Municipality at an open legal meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ and said resolutions are now in full force and effect.

Signed by

**Gayle Furman**

Date

Clerk

The undersigned member of the governing body not authorized to sign orders or checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

Date

Title:



**"IT IS FURTHER RESOLVED**, that the Financial Institution be and is hereby authorized and directed to honor, certify, pay and charge to any of the accounts of this Municipality, all orders or checks for the payment, withdrawal or transfer of funds or money deposited in these accounts or to the credit of this Municipality for whatever purpose or to whomever payable, including requests for conversion of such instruments into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any persons signing such instrument or payable to or for the credit of any other officer, agent or employee of this Municipality, when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by the person(s), and the number thereof, designated by title for the accounts described in the foregoing resolution, and to honor any request(s) made in accordance with the foregoing resolution, whether written or oral, and including but not limited to, request(s) made by telephone or other electronic means, for the transfer of funds or money between accounts maintained by this Municipality at the Financial Institution, and the Financial Institution shall not be required or under any duty to inquire as to the circumstances of the issuance or use of any such instrument or request or the application or use of proceeds thereof.

**FURTHER RESOLVED**, that the Financial Institution be and is hereby authorized to comply with any process, summons, order, injunction, execution, distraint, levy, lien, or notice of any kind (hereafter called "Process") received by or served upon the Financial Institution, by which, in the Financial Institution's opinion, another person or entity claims an interest in any of these accounts and Financial Institution may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from these accounts and may hold the balance therein until Process is disposed of to Financial Institution's satisfaction.

**FURTHER RESOLVED**, that any one of the persons holding the offices of this Municipality designated above is hereby authorized (1) to receive for and on behalf of this Municipality, securities, currency or any other property of whatever nature held by, sent to, consigned to or delivered to the Financial Institution for the account of or for delivery to this Municipality, and to give receipt therefor, and the Financial Institution is hereby authorized to make delivery of such property in accordance herewith, (2) to sell, transfer, endorse for sale or otherwise authorize the sale or transfer of securities or any other property of whatever nature held by, sent to, consigned to or delivered to the Financial Institution for the account of or for delivery to this Municipality, and to receive and/or apply the proceeds of any such sale to the credit of this Municipality in any such manner as he/she/they deem(s) proper, and the Financial Institution is hereby authorized to make a sale or transfer of any of the aforementioned property in accordance herewith, and (3) in accordance with state law, to accept such security, if applicable, and to execute such documents as said officer deems proper and necessary to secure the funds of this Municipality and to issue instructions regarding the same.

**FURTHER RESOLVED**, that this Municipality assumes full responsibility for any and all payments made or any other actions taken by the Financial Institution in reliance upon the signatures, including facsimiles thereof, of any person or persons holding the offices of this Municipality designated above regardless of whether or not the use of a facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any instrument if such signatures resemble the specimen or facsimile signatures provided to the Financial Institution, for refusing to honor any signatures not provided to the Financial Institution, for honoring any requests for the transfer of funds or money between accounts or for the instructions from the persons designated in the foregoing resolutions regarding security for the accounts notwithstanding any inconsistent requirements of this Municipality not expressed in the foregoing resolutions, and that this Municipality agrees to indemnify and hold harmless the Financial Institution against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Financial Institution resulting from or arising out of any such payment or other action.

Select if applicable: ☒ **Further Resolved**, the Financial Institution is authorized to honor facsimile and other non-manual signatures and may honor and charge the Municipality for all negotiable instruments, checks, drafts, and other orders for payment of money drawn in the name of the Municipality, on its regular accounts, including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means the facsimile signature or other non-manual signature may have been affixed, or electronically communicated, if such facsimile signature resembles the specimen attached to this Resolution or filed with the Financial Institution, regardless of whether misuse of a specimen or non-manual signature is with or without the negligence of the Municipality. The Specimen Facsimile Signature Exhibit, if attached, is incorporated into and is an integral part of this Resolution. The Municipality indemnifies the Financial Institution for all claims, expenses, and losses resulting from the honoring of any signature certified or refusing to honor any signature not so certified.

**FURTHER RESOLVED**, that the Secretary or Clerk of this Municipality be and hereby is authorized and directed to certify to the Financial Institution the foregoing resolutions, that the provisions thereof are in conformity with law, the names, incumbencies and specimen or facsimile signature(s) on this resolution and, if applicable, on signature cards of the officer or officers named therein, and that the foregoing resolutions and signature cards, if any, and the authority thereby conferred shall remain in full force and effect until this Municipality notifies the Financial Institution to the contrary in writing; and the Financial Institution may conclusively presume that such resolutions and signature cards are in effect and that the persons identified therein from time to time as officers of the Municipality have been duly elected or appointed to and continue to hold such offices.

**FURTHER RESOLVED**, that this resolution authorizes the Financial Institution to honor all orders or checks when bearing, or purporting to bear, the facsimile signature(s) provided below, if any, by any of the named officers, or in an attached Exhibit when indicated."

\_\_\_\_\_  
Facsimile Signature

\_\_\_\_\_  
Facsimile Signature

☒ The Specimen Facsimile Signature Exhibit attached is incorporated into and is an integral part of this Resolution.

By initialing, I acknowledge this is page 2 of 2 of the Resolution Designating  
Public Depository and Authorizing Withdrawal of Municipal Public Moneys

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials



<b>SPECIMEN FACSIMILE SIGNATURE EXHIBIT</b>	<b>Dime Bank</b> <b>290 Salem Turnpike</b> <b>Norwich, CT 06360</b>
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**ACCOUNT HOLDER INFORMATION**

**Town Of Colchester**  
**Accounts Receivable**  
**127 Norwich Ave**  
**Colchester, CT 06415-1230**

This Specimen Facsimile Signature Exhibit is attached to, incorporated into, and is considered an integral part of the (document type or name) **Resolution and Signature Card**, dated , to which it is attached.

THIS FACSIMILE EXHIBIT APPLIES TO: (Check all that apply) ☐ ALL ACCOUNTS

☒ SPECIFIC ACCOUNT NUMBERS ---

Facsimile Signature Specimen	Facsimile Signature Specimen
For <b>Andreas Bisbikos</b> Title/Capacity <b>1st Selectman</b>	For <b>John Ringo</b> Title/Capacity <b>Treasurer</b>
Facsimile Signature Specimen	Facsimile Signature Specimen
For <b>Alexander Oliphant</b> Title/Capacity <b>Chairman Board of Ed</b>	For Title/Capacity

I certify that the names, titles or capacities, and facsimile signatures above are those of the signers authorized by the referenced

**X** \_\_\_\_\_  
**Gayle Furman** Date  
**Clerk**

Attested by:

**X** \_\_\_\_\_  
Date



<b>NEW ACCOUNT INFORMATION</b>  DATE 02/10/2023 Check if applicable: <input type="checkbox"/> Temporary <input type="checkbox"/> Replacement	<b>Financial Institution Name And Address</b> Dime Bank 290 Salem Turnpike Norwich, CT 06360
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<b>ACCOUNT INFORMATION</b>		
AMOUNT OF DEPOSIT \$	PLAN #	ACCOUNT NUMBER
TITLE OF ACCOUNT		ACCOUNT T.I.N.
Town Of Colchester Accounts Payable 127 Norwich Ave Colchester, CT 06415-1230		
OWNERSHIP TYPE Single PRODUCT NAME Municipal Checking Words, numbers or phrases preceded by a <input type="checkbox"/> are applicable only when marked, i.e., <input checked="" type="checkbox"/> . Opened By Abigail A. St. Louis		

<b>BUSINESS ENTITY INFORMATION</b> BUSINESS NAME AND ADDRESS Town Of Colchester 127 Norwich Ave Colchester, CT 06415-1230  ASSUMED NAME IF D/B/A  CONTACT NAME CONTACT TITLE CONTACT PHONE OTHER	BUSINESS FILING STATE ENTITY DOCUMENT LAST FILING DATE FILING EXPIRATION DATE ESTABLISHED NATURE OF BUSINESS PRIMARY LOCATION RESOLUTION DATE E-MAIL ADDRESS mwlllamson@colchesterct.gov FACSIMILE AUTHORIZATION ON FILE <input type="checkbox"/> YES <input type="checkbox"/> NO LIMITED LIABILITY COMPANY TAX CLASSIFICATION: _____ BUSINESS ENGAGES IN INTERNET GAMBLING* <input type="checkbox"/> OFAC <input type="checkbox"/> ChexSystems <input type="checkbox"/> ID Verification <input type="checkbox"/> <small>*If box is checked you must provide evidence of authority to engage in Internet Gambling.</small>
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<b>TAXPAYER IDENTIFICATION NUMBER CERTIFICATION</b> Under penalties of perjury, I certify that:	Exempt payee code, if any: Exemption from FATCA reporting code, if any:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (Notice: If you are subject to backup withholding, cross out this line), and 3. I am a U.S. citizen or other U.S. person (defined in the W-9 Instructions), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Taxpayer Identification Number:	
SIGNATURE <b>Town Of Colchester</b>	DATE

<b>ADDITIONAL TERMS</b>
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<b>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.</b> 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.
<b>ACKNOWLEDGMENT.</b> By signing this document, the undersigned acknowledge that they have opened the type of account designated above, and have received, understand and agree to be bound by the terms of the Account Agreement for that account type. The undersigned certify that all information provided to the institution is true and accurate. If this is a consumer account, the undersigned acknowledge receipt of the appropriate Account Agreement for the type of account opened and a copy of this institution's Privacy Policy, if one was not previously provided. The undersigned also acknowledge receipt, when applicable, of this institution's Truth In Savings, Funds Availability Policy, Electronic Fund Transfer, Overdraft Services Consent Form, and/or the Substitute Check Policy Disclosure. If an authorized signer (which includes an agent or convenience signer as defined by applicable state law) is being designated by the account owner(s), by signing below all owners are agreeing to that designation. If this is a commercial account, the undersigned acknowledge receipt of the Funds Availability Policy and, when applicable, a copy of this institution's Privacy Policy and other account disclosures. If this account is opened in the name of the business entity, all signers acknowledge that they are acting on behalf of the business entity, and they have the authority to act on behalf of the business entity to the extent indicated in a validly executed business resolution. All signers authorize this institution to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

NUMBER OF SIGNATURES REQUIRED:				<input checked="" type="checkbox"/> FACSIMILE ALLOWED
<input type="checkbox"/> Authorized Signer Only	Title: <b>NonTax Signator</b>	<input type="checkbox"/> Authorized Signer Only	Title: <b>NonTax Signator</b>	
<input checked="" type="checkbox"/> <b>Andreas Bisbikos</b>	Date	<input checked="" type="checkbox"/> <b>John Ringo</b>	Date	
<input type="checkbox"/> Authorized Signer Only	Title: <b>NonTax Signator</b>	<input type="checkbox"/> Authorized Signer Only	Title:	
<input checked="" type="checkbox"/> <b>Alexander Oliphant</b>	Date	<input checked="" type="checkbox"/>	Date	



## ACCOUNT NUMBER

OWNER/SIGNER #1 NAME AND ADDRESS

John Ringo

Colchester, CT 06415

Title/Capacity: NonTax Signator

EMPLOYER NAME AND ADDRESS

Tax ID Number:

Date of Birth:

Primary Phone:

Secondary Phone:

Cell Phone:

ID Type:

D-Driver's License

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

Verification:

Unique Identifier:

E-Mail Address:

OFAC ☐ChexSystems ☐ID Verification ☐

OWNER/SIGNER #2 NAME AND ADDRESS

Andreas Bisbikos

Colchester, CT 06415

Title/Capacity: NonTax Signator

EMPLOYER NAME AND ADDRESS

Tax ID Number:

Date of Birth:

Primary Phone:

Secondary Phone:

Cell Phone:

ID Type:

D-Driver's License

ID Number:

ID Issued By:

ID Issuing Location: CT

ID Issue Date:

ID Expiration:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

Verification:

Unique Identifier:

E-Mail Address: selectman@colchester.gov

OFAC ☐ChexSystems ☐ID Verification ☐

OWNER/SIGNER #3 NAME AND ADDRESS

Title/Capacity:

EMPLOYER NAME AND ADDRESS

Tax ID Number:

Date of Birth:

Primary Phone:

Secondary Phone:

Cell Phone:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

Verification:

Unique Identifier:

E-Mail Address:

OFAC ☐ChexSystems ☐ID Verification ☐

OWNER/SIGNER #4 NAME AND ADDRESS

Title/Capacity:

EMPLOYER NAME AND ADDRESS

Tax ID Number:

Date of Birth:

Primary Phone:

Secondary Phone:

Cell Phone:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

Verification:

Unique Identifier:

E-Mail Address:

OFAC ☐ChexSystems ☐ID Verification ☐

VERIFICATION / FOLLOW-UP

BENEFICIARY DESIGNATION. THE FOLLOWING BENEFICIARY(IES) ARE DESIGNATED:

☐ See Addendum1.  
3.2.  
4.



## ACH ORIGATION / REMOTE DEPOSIT APPLICATION

Dime Bank, 290 Salem Turnpike, Norwich, CT 06360, (860) 859-4300

BUSINESS INFORMATION				
Business Name	Town of Colchester			
Street Address	127 Norwich Ave			
City, State, and Zip	Colchester, CT 06415			
Telephone Number	860 537 7297			
Federal Tax ID				
Nature of Business				
Operating Hours				
<div style="display: flex; justify-content: space-between;"> <span>CORPORATION <input type="checkbox"/></span> <span>LLC <input type="checkbox"/></span> <span>LLP <input type="checkbox"/></span> <span>PROPRIETORSHIP/DBA <input type="checkbox"/></span> <span>Other:</span> </div>				
PRINCIPALS/OWNERS:	% OWNERSHIP	TITLE		
<b>OTHER REQUIRED INFORMATION:</b>				
How long has the business been in operation				
If a corp. or other entity, date of formation				
State of formation				
Is the business an endorser, guarantor, or co-maker? If yes, please list total contingent liability and to whom	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Is the business a party to any claim or lawsuit? If yes, please attach an explanation	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Has the business, any of its owner's or any affiliated business ever declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Are all taxes current? If no, please indicate total amount due and to whom it is owed	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Additional Required Information for Daily Exposure of \$100,001 and higher</b>				
<b>Item Needed to process application</b>	<b>Date Received</b>			
Three (3) years of business returns for the applicant				
<b>OR</b>				
Three (3) years of business financials for the applicant				

<b>ACH Services</b>	
<b>ESTIMATED ACH ORIGATION VOLUMES AND SERVICES REQUESTED</b>	
ACH Credit Services Requested (check all that apply)	<input type="checkbox"/> Direct deposit  <input type="checkbox"/> Transfer
ACH Debit Services Requested (check all that apply)	<input type="checkbox"/> State/Federal Tax Payments  <input type="checkbox"/> Direct Payment (Bill Payment)  <input type="checkbox"/> Transfer
Transmission Frequency/Estimated Amount	<input type="checkbox"/> Weekly Approximate Dollar Amount \$ _____  <input type="checkbox"/> Bi-Weekly Approximate Dollar Amount \$ _____
<b>Remote Deposit Services</b>	
<b>ESTIMATED REMOTE DEPOSIT VOLUMES</b>	
Method Check Payments are Received	<input type="checkbox"/> In person <input type="checkbox"/> Mailed In
Typical Daily Deposit Amount	\$ _____
Typical Daily Number of Checks	_____
Seasonal Sales	<input type="checkbox"/> Yes <input type="checkbox"/> No
High Volume Months	_____

The information contained in this statement is provided to induce Dime Bank to extend or to continue the extension of credit to the undersigned. The undersigned acknowledge and understand that Dime Bank is or will rely upon the information provided or to be provided herein in deciding to grant or continue credit. Each of the undersigned represents warrants and certifies that the information provided herein is true, correct and complete. Each of the undersigned agrees to notify you immediately and in writing of any change in name, address, or employment and/or any material adverse change (1) in any of the information contained in this statement or (2) in the financial condition of any of the undersigned or (3) in the ability of any of the undersigned to perform its (or their) obligations to Dime Bank. In the absence of such notice or a new and fully written statement, this should be considered as a continuing statement and substantially correct. You are authorized to make all inquiries you deem necessary to verify the accuracy of the information contained herein, or supply to Dime Bank separately, and to determine the creditworthiness of the undersigned. Each of the undersigned authorizes you to answer questions about your credit experience with the undersigned. This form must be completed in its entirety to ensure prompt processing.

<b>CUSTOMER ACCEPTANCE</b>	
Company Name:	Town of Colchester
Signature:	
Type or Print Name and Title:	
Date	

*For Bank Use Only*

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_





## Remote Deposit Services Agreement

THIS REMOTE DEPOSIT SERVICES AGREEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_ by Dime Bank (herein the "Bank"), and Town of Colchester (the "Customer").

WITNESSETH:

WHEREAS, the Customer has requested the Bank to provide certain electronic capture services ("Remote Deposit Services" or "RDS") to the Customer as herein described;

WHEREAS, the Customer receives payments from its customers (the "Indirect Customers"); and

WHEREAS, the Bank has agreed to provide such services to the Customer on the terms and conditions herein described.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

### **1. General-The Remote Deposit Service Process.**

(a) **Image Scanning.** The RDS to be provided by the Bank to the Customer, consisting of a check scanning device (the "Scanner", software program, and all related materials and documentation) (collectively herein the "Program"), permits the Customer to conduct certain check related activities with the Bank electronically. The Customer agrees to pay fees for use of remote deposit services as defined in the Fee Schedule. RDS activities include the ability to scan the Customer's paper checks and electronically transmit images of the paper checks to Bank or to a third-party processor ("Processor").

(b) **Deposits.** The Bank will provisionally credit Customer's account for the amount of the deposit and enter the images of the checks into the collection process in accordance with the provisions of the Bank Deposit Accounts Terms and Conditions ("Deposit Account Agreement") and this Agreement. Customer acknowledges that Bank offers the RDS under this Agreement only in association with Customer's deposit accounts with Bank ("Account"), and this Agreement supplements but does not replace any agreement(s) Customer might have executed with respect to such other services.

### **2. Laws, Rules, and Regulations.**

Customer agrees to comply with all existing and future-operating procedures ("Procedures") used by the Bank for processing of transactions. Customer further agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks, drafts and ACH transactions, including but not limited to rules and procedural guidelines established by the Federal Trade Commission (FTC), the National Automated Clearing House Association (NACHA), the Board of Governors of the Federal Reserve, National Check Exchange (NCE), Small Value Payments Customer (SVPCo), Viewpointe, Endpoint Exchange, The National Clearing House Association (NCHA), Electronic Check Clearing House Organization (ECCHO) and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions (collectively the "Rules") shall be incorporated herein by reference. In the event of conflict between the terms of the Agreement and the Rules, the Rules will control the interpretation of this Agreement.

### **3. Use of RDS Program by Customer.**

(a) **Image Creation.** The Bank is providing the Scanner and Program to the Customer to allow the Customer to create Images of the paper checks received from Indirect Customers and to then transmit these Images electronically for deposit to Customer's Account(s) designated in Attachment B. Customer shall only use scanner hardware provided by Bank.

(b) **Endorsements and Image Capture.** Customer shall restrictively endorse each eligible Item, as defined in Section 4(a) below, for deposit only into a designated Account. In addition, Customer shall scan the front and back of each Item to be deposited, capture the image of the front and back of each Item, capture the MICR encoding on each Check, transmit the image file(s) to Bank in using the Transmit function of the service. Bank reserves the right to amend the procedures with or without prior notice to Customer.

(c) Deposit and Item Limits. To ensure accuracy, Customer shall balance the deposit dollar amount to the sum of the Items ("Balanced File") prior to transmitting the File in accordance with the Procedures. Customer may send multiple files throughout the day. Customer agrees that the total dollar value transmitted on any day shall not exceed the limits specified in Attachment B ("the Limits"). If Limits are exceeded, the Bank may at its option either accept or refuse to accept the file.

(d) Cut-Off Time. The Image File must be received by Bank no later than the cut-off time specified in Attachment B ("Cut-Off Time"). The File is received by Bank when a complete File has been written on a Bank electronic storage device in conformity with Bank's technical and operational requirements for sending a File to Bank. To meet Bank's Cut-Off Time, the entire File must be received prior to the Cut-Off Time and the File must successfully pass the standards for conformity with the technical requirements of the service. For purposes of determining when a File has been delivered and received, Bank's records shall be determinative. A File which is not balanced or which is received after the Cut-Off Time will be considered received on the next business day.

(e) Changes to Daily Limits and Processing Schedule. Bank reserves the right to change the number of Files that may be transmitted per day, the Deposit Limit, and the Cut-Off Time. These modifications are effective immediately and may be implemented prior to Customer's receipt of newly established Deposit Limit or Cut-Off Time. Customer may contact Bank during regular business hours to verify current Deposit Limit.

#### **4. Deposited Items.**

(a) Eligible Items. Customer agrees to scan and remotely deposit only items, which are acceptable to Bank for deposit into a deposit account as described in the Deposit Account Agreement, the terms of which are incorporated by reference and made a part hereof. Customer agrees to only deposit checks ("Checks" or "Items"), as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"), payable to Customer. Customer agrees that the term "Item" shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text).

(b) Ineligible Items. Customer understands and agrees that Customer will not deposit Items that are issued by Customer or Customer's affiliates drawn on Customer's or affiliates' accounts with Bank or any other financial institution, Items prohibited by the Procedures, defined below, or in violation of any law, or any Item that Customer suspects or should know to be fraudulent or not authorized by the owner of the account on which the Check is drawn.

(c) Substitute Checks. Customer agrees that it will not deposit, without Bank's prior written consent, "substitute checks" as defined by federal law or Image Replacement Documents that purport to be substitute checks and have not been previously endorsed by a bank. If Customer deposits such an item, Customer agrees to reimburse Bank for any losses, costs and expenses Bank may incur associated with warranty or indemnity claims including but not limited to those related to duplicate payments, the legal equivalency of a substitute check to the original item or other losses arising from the payment of a substitute check rather than the original check.

(d) Foreign Items. Customer will not deposit foreign Items drawn on financial institutions that are located outside of the United States or Territories of the United States.

#### **5. Image and MICR Quality.**

(a) Image Quality. The File transmitted by Customer to Bank in accordance with the Procedures shall contain images of the front and the back of the Items scanned and remotely deposited by Customer ("Images"). The Images shall be of such quality that the following information can clearly be read by sight review of the Images: (i) the amount of the Item; (ii) the Payee's name; (iii) the Drawer's signature; (iv) the Date of the Item; (v) the Item number; (vi) information identifying the drawer and paying bank that is preprinted on the Check, including the MICR line; and (vii) Other information placed on the Item prior to the time of an image of the Item is captured, such as any required identification written on the front of the Item and any endorsements applied to the back of the Item.

(b) ANSI and Regulatory Image Standards. Images shall also meet any standards for image quality established by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association. Customer shall also capture and transmit to Bank the full-field MICR encoding on each Check. In accordance with the Procedures, Customer shall ensure that the following information is captured from the MICR line of the check: routing transit number, account number when encoded, check amount when encoded and the serial number.

## **6. Receipt of File.**

**(a) Intercepted and Altered Files.** Customer agrees that Customer shall remain liable for and that Bank shall not be accountable to Customer for a File and/or Item(s) that are not received by Bank and for a File and or Item(s) that are intercepted or altered by an unauthorized third party.

**(b) Rejection of File.** Customer agrees that Bank has no obligation to accept a File and therefore may reject any File or Images of Items submitted by Customer. Bank has no obligation to notify Customer of the rejection of a File or Images. Bank shall have no liability to Customer for rejection of a File or Image(s) or for failure to notify Customer of a rejection.

**(c) Inspection of File.** Upon receipt of the File submitted by Customer, Bank may examine the File and the Images to ensure that Customer has followed the established Procedures. If Customer has not followed the Procedures or if errors exist in the data or the Images contained in the File, Bank, in its sole discretion, may reject and not accept the entire File or Bank may elect to correct the error, accept and process the File ("Corrected File"). During the correction process, Bank may first credit Customer's account for the full amount of the deposit, then make any necessary adjustments to correct the error. Bank may, at its option, also perform a risk management analysis of the File submitted by Customer to detect potentially fraudulent Items, and, in its sole discretion, reject the File or Image(s).

**(d) Acceptance of File.** If after examination of the File and Images, Bank determines that Customer has processed and transmitted the File in accordance with the Procedures, the File is balanced, and the Images meet the requirements of this Agreement, then Bank shall accept the File ("Accepted File") for deposit to Customer's account. Notwithstanding the fact that Bank has accepted the file for deposit, any credit made to Customer's account shall be provisional and Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against Bank on the part of any party.

## **7. Provisional Credit and Availability of Funds.**

**(a) Provisional Credit.** Upon acceptance of the File, Bank shall grant Customer's Account Provisional Credit, defined below, for the total amount of the Corrected File or the Accepted File. "Provisional Credit" means that the credit is made to Customer's account subject to final payment of the Items and subject to the terms of the Deposit Account Agreement.

### **(b) Funds Availability.**

For the purpose of determining availability of funds, on a case-by-case basis, the Bank reserves the right to hold funds for the period of time permitted by Reg CC. For the purposes of determining the time for which funds may be held by the bank under Reg CC, the place of deposit shall be 290 Salem Turnpike, Norwich, CT 06360.

In general, all items submitted by 4:00 pm EDT are processed according to the following schedule:

- Checks are processed as Substitute Checks (Check 21 items) and posted to your account the day of the deposit during end of day processing.

Unless you are otherwise notified, there are no check holds on deposits, so funds are available when credited to your account.

## **8. Maintenance and Destruction of Original Item.**

After Customer has received notice from Bank that the File has been accepted, the Customer will securely store the original Item for a period of sixty (60) days. During the sixty (60) day period, Customer understands and agrees that it must use a high degree of care to protect the original Checks from security risks. These risks include, without limitation: (i) theft or reproduction of the original checks (including by employees) resulting in duplicate payments; and (ii) unauthorized use of information derived from the original checks. Accordingly, Customer shall take appropriate security measures to ensure that only authorized personnel shall have access to the original Items, that the information contained on the Items shall not be disclosed, and that the original Items will not be duplicated, will not be scanned more than one time, and will not be deposited or negotiated in any form. Customer shall destroy the original Items upon the expiration of the sixty-day period by a commercially reasonable method approved by Bank. When Customer destroys, and disposes of, the original Items pursuant to the requirements of this Agreement, the Customer understands and agrees that it must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of effective shredding equipment.)

### **8.1 Site Inspection and Random Audits.**

Customer agrees to permit Bank Officer to conduct on premise inspection at start of service, and follow-up random audits to ensure compliance with maintenance, retention and destruction requirements. In addition, Company will permit Bank Officer to review the site location where checks will be stored and destroyed, and the recordkeeping of retention and destruction of items.

### **9. Collection of Items.**

Bank, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Likewise, Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images and Bank's selection of the clearing agents shall be considered to have been designated by Customer. Bank shall not be liable for the negligence of any clearing agent. Collection of Items is also subject to the Rules and the terms of Bank's Deposit Account Agreement.

### **10. Contingency Plan.**

Customer agrees that in the event that Customer is not able to capture, balance, process, or otherwise transmit a File to Bank for any reason, including but not limited to communications, equipment or software outages, interruptions or failures, Customer will transport the physical Checks and deposits to any office of Bank and deposit the original Checks with Bank until such time that the outage or other interruption can be identified and resolved. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions contained in the Deposit Account Agreement and not by the terms of this Agreement. Notwithstanding the foregoing and to the extent applicable, the section of this Agreement dealing with warranties shall apply to the deposit of original Checks

### **11. Term.**

This Agreement is effective from the date the Agreement is executed by Customer and accepted by Bank and shall remain in force until termination. This Agreement shall be terminated (i) upon thirty days' prior written notice by either party to the other at the then current address of record, (ii) upon termination of the account relationship between the parties, (iii) upon failure of the Customer to comply with the terms and conditions of this Agreement, or (iv) any other event which causes the Bank to be unable to provide the RDS to the Customer. The Customer agrees to return the Scanner and all written and/or electronic documentation related to the Scanner and/or Program to the Bank, together with all copies thereof, upon termination. The provisions of this Agreement protecting the proprietary rights of the Bank will continue in force after termination.

In addition, the Bank may immediately suspend the Customer's access to the services, without prior notice to Customer, in the event that the Bank reasonably determines such suspension is necessary in order to protect the services or Bank from harm or compromise of integrity, security, reputation, or operation.

### **11.1 Discontinuation of Service.**

Customer acknowledges and agrees that Bank may discontinue the Remote Deposit Capture service, or any related content, features, products or services, or the terms thereof, at any time without notice or liability to customer or any third party.

### **12. Fees.**

Customer agrees to pay the fees for access to and use of the Scanner and the Program at the rates specified by the Bank's Fee Schedule as defined in Attachment A and Checking Account Statement hereafter provided to the Customer. The Bank may change the fees charged to the Customer any time during the term of this Agreement. The Bank may deduct all fees due from any account of the Customer at the Bank. Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties.

### **13. Returned Items.**

**(a) Chargeback.** If Images of Items previously deposited by Customer are dishonored and returned unpaid by the drawee bank or are otherwise returned by the drawee bank, a clearing agent, a collecting bank or an endorser for any reason, including but not limited to issues relating to the quality of the Image, duplicate payment, or breach of either the presentment or transfer warranties under the Uniform Commercial Code, Customer understands that, since Customer either maintains the original Item or has destroyed the original Item, the original Item will not be returned and agrees that Bank may charge back an Image of the Item to Customer's checking account. Customer further understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Item or a Substitute Check. Unless otherwise instructed by Bank, Customer agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Customer.

**(b) Special Instructions.** Customer may request that Bank re-present returned Items to the drawee. Bank will process returned Items according to instructions provided by Customer to Bank as defined in Attachment A. Such Special Instructions shall not bind bank

until such time as Bank has agreed in writing to accept the Special Instructions. Notwithstanding the fact that Bank has agreed to accept the Special Instructions, Bank may, in its sole discretion, disregard the Special Instructions and charge the returned Item back to the Customer account to which the Items were deposited. In the event that Customer has requested that returned Items be re-presented, in no event will Bank re-present an Item in excess of the limit established or permitted for the number of times that an Item may be re-presented by law, Rules, regulation, agreement, or Operating Circular. Customer may change or amend the Special Instructions by providing Bank a written request to change or amend the Special Instructions. Customer must notify the Bank of any intent to change or amend Special Instructions at least ten business days prior to the date that the Special Instructions become effective. Customer agrees to pay Bank the fees for processing returned Items and Special Instructions contained in Bank's Schedule of Charges.

#### **14. Right of Setoff.**

Customer hereby acknowledges and agrees that the Bank shall have a right of setoff against any and all fees, Returns and Refunds owed the Bank by Customer under this Agreement.

#### **15. Authorization.**

The Customer will provide to the Bank properly executed authorizations from Customer (which may be designated by resolution executed in conjunction to the establishment of Customer's deposit account), in form acceptable to the Bank identifying by name and title the officers of the Customer who are authorized to sign this Agreement and perform the obligations of the Customer under this Agreement and as defined in Attachment B. From time to time hereafter, the Customer may identify other persons who are authorized to provide instructions or directions to the Bank, to sign any document or instruction on behalf of the Customer relating to this Agreement, and to take any action on behalf of the Business, provided, however, that the Bank may rely upon, as authentic and duly authorized, any written or other communication from any person purporting to be an officer of the Business or other representative of the Corporation regardless of whether the Business shall have provided to the Bank any evidence of such person's authority.

#### **16. Account Reconciliation.**

All transactions which result in a debit or credit to the Account initiated by the Customer using the RDS will be reflected on the Customer's monthly account statements. The Customer will notify the Bank, within thirty (30) days after the mailing of the account statements by the Bank of any discrepancies between the account statements and the Customer's records of transactions initiated through the RDS. Failure of the Customer to notify the Bank within said time period of any such discrepancies will preclude the Customer from asserting any claims for damages or other liabilities against the Bank by reason of such discrepancies.

#### **17. Security of Scanner and Program.**

**(a) Responsibility for Unauthorized Access.** The Customer shall be solely responsible for protecting against unauthorized access to the Scanner and the Program and any and all losses and damages arising from any unauthorized access to the Scanner and the Program.

**(b) Security Procedures.** The Customer shall establish physical security, passwords and other security procedures necessary to ensure the confidentiality of access features. The Customer shall make such procedures and security features known only to those authorized representatives of the Customer who will use the Scanner and the Program. The Bank shall have no obligation, liability or control, either directly or indirectly over said procedures or the failure of Customer to maintain said procedures.

**(c) Designation of Authorized Representatives.** The Customer shall be solely responsible for designating its authorized representatives and disclosing the identity of said representatives, and all changes thereof, to the Bank, provided, however, the Bank shall not be responsible for verifying the authenticity of any person claiming to be a representative of the Customer or the authenticity of any instruction, direction or information provided to any said person. Any instructions, directions or other information provided by the Customer, or any representative of the Customer, under the RDS shall be deemed to have been authorized by the Customer, and the Bank shall be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information.

**(d) Appointment of Administrator.** The Bank will provide Customer with an Administrative Name and Password. Customer will appoint an individual ("**Administrator**") with the authority to: (i) determine who will be authorized to use the RDS; (ii) establish separate Passwords for each user; and (iii) establish limits on each user's authority to access information and conduct transactions. Customer is responsible for the actions of its Administrator, the authority the Administrator gives others to act on its behalf, and the actions of the persons designated by the Administrator to use the Bank service. Customer agrees to: (i) take reasonable steps to safeguard the confidentiality of all Passwords; (ii) limit access to its Passwords to persons who have a need to know such information (iii) closely and regularly monitor the activities of employees who access the RDS (iv) prohibit its employees and agents from

initiating entries without proper supervision and adequate controls; and (v) remove users they deem no longer authorized to use the RDS.

(e) Passwords. Customer understands that the use of Passwords and the RDS instructions is confidential and agrees to assume all risks of accidental disclosure or inadvertent use by any party whatsoever, whether such disclosure of use are on account of Customer's negligence or are deliberate acts. Customer acknowledges that no person from the Bank will ever ask for any Passwords and that the Bank employees do not need and should not ask for Passwords.

Customer shall change its Passwords periodically and whenever anyone who has had access to a Password is no longer employed or authorized by it to use the RDS. The Bank may require Customer to change its Passwords at any time. The Bank may deny access to the RDS without prior notice if it is unable to confirm (to its satisfaction) any person's authority to access the RDS or if the Bank believes such action is necessary for security reasons.

**18. Notice of Changes in Customer Information.**

Customer shall provide written notice to Bank of any changes to the information provided by Customer to Bank, including but not limited to: (i) additional locations; (ii) any change in business; (iii) any new business; (iv) the identity of principals and/or owners; (v) the form of business organization; (vi) type of goods and services provided; (vii) and method of conducting sales. Such notice must be received by Bank within five (5) business days of the change. Further, upon Bank's request, Customer shall provide updated information within five (5) days of such request. Bank retains the right to review Customer's Item and business activity from time to time to confirm that Customer is conducting business as stated by Customer at the time of the execution of this Agreement, and re-price or terminate Bank's services based on changes to the facts previously stated by Customer.

**19. Customer Representations and Warranties.**

Customer represents and warrants the following to Bank:

(a) Items Deposited. Customer shall only deposit Items that are authorized by this Agreement and the Deposit Account Agreement.

(b) Image Quality. The Images of the Items transmitted by Customer to Bank contain an accurate representation of the front and the back of each Item and the Images comply with the requirements of this Agreement.

(c) Accuracy of Information. All data submitted by Customer to Bank is complete and accurate, including but not limited to data contained in the MICR line of the Check.

(d) Business Purpose Only. Customer is not a consumer and the RDS shall be used for business purposes only.

(e) No Duplicates. Customer will not create duplicate Images of the Items, Customer will not transmit any duplicate Images or Files to Bank, Customer will not deposit or otherwise negotiate the original Items from which the Images were created and no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Images were created or a duplication (whether paper or electronic, including ACH entries) of the Item(s).

(f) No Loss. No Subsequent transferees of the Items, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Item.

(g) Information. All information provided by Customer to Bank is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Customer. Customer is not engaged or affiliated with any businesses, products or methods of selling other than those provided by Customer to Bank, except as to any such change that has been noticed to Bank.

(h) Power. Customer and the person signing this Agreement have the power to execute and perform Customer's obligations under this Agreement. This Agreement will not violate any law, or conflict with any other agreement to which Customer is subject.

(i) No Litigation. There is no action, suit or proceeding pending or to Customer's knowledge threatened which, if decided adversely, would impair Customer's ability to carry on its business substantially as now conducted or which would adversely affect Customer's financial condition or operations.

(j) Transactions. All Items and business transactions of Customer are bona fide.

(k) Rule Compliance. Customer conducts its business and submits Items and Files in compliance with all laws and Rules.

(l) Checks. All checks scanned through the Scanner are made payable to Customer.

(m) Signatures. All signatures and endorsements on each check are authentic and authorized.

(n) Alterations. Customer will not alter any check prior to scanning it through the Scanner.

**20. Indemnification.**

All disputes between Customer and any Indirect Customer relating to any debit/credit transaction shall be settled between Customer and Indirect Customer. Customer agrees to indemnify and hold the Bank and its processors harmless from any claim, liability, loss, or expenditure relating to any such transaction or from Customer's breach of any of its obligations under this Agreement. The Bank retains the right to offset the Customer's account for amounts the Bank is damaged by Customer's actions.

The Customer will defend, indemnify and hold harmless the Bank, its officers, directors, employees and its processors against and in respect to any and all claims, demands, causes of action, losses, liabilities, costs, fines, expenses (including reasonable attorneys fees) and damages, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by the Bank under the RDS system; (ii) any breach of the provisions of this Agreement or the Rules including but not limited to a breach of the warranties and representations made by Customer in Section 19 above; (iii) any dispute between the Customer and any third party in connection with the use of the RDS system; (iv) any breach of the Customer's representations for any transaction submitted by the Customer described in this Agreement; and (v) any loss or expenditure which results from any transaction submitted by the Customer caused by the Indirect Customer's inability to fund the transaction. The terms of this Section shall survive termination of this Agreement.

**21 Bank's Duties.**

The Bank's duties and responsibilities are limited to those described in this Agreement, related agreements, and in Deposit Account Agreements between the Customer and the Bank. The Bank will use ordinary care in performing its responsibilities under this Agreement.

**22. Bank's Liability.**

Customer agrees to monitor its account balances and charges, to promptly notify the Bank if any Report it receives is grossly greater or less than Customer's expectation of the information, and to refrain from acting on information it has reason to believe is erroneous. Consequently, the Bank's and, if the services of a third party provider (the third party) are utilized in the provision of any service hereunder, the third party's sole liability to the Customer shall be limited to the correction of any errors made.

**23. Force Majeure**

Bank shall not be liable for any loss, expense, resulting from the inability to provide services hereunder or the suspension of performance of all its obligations, responsibilities and covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith should be prevented or hindered by, or be in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U. S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between Customer and Bank and Federal Reserve Bank or other agency utilized to exercise transfers, or recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Bank's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's control or other conditions or circumstances not wholly controlled by the Bank and which would prohibit substantial performance under this Agreement.

**24. Limitations of Liability.**

Customer agrees that in no event shall Bank or Bank's service providers be responsible or liable to Customer for any indirect, special, consequential, exemplary, punitive, or incidental damages, losses or injuries (including, without limitation, lost profits, loss of use, loss of data) arising out of the use by Customer of any service or the failure of Bank or its service providers to properly process and complete transactions there under, even if Bank or Bank's service providers have been specifically advised of the possibility of such damages, losses or injuries.

Customer acknowledges and agrees that Customer's use of the RDS shall be at Customer's sole risk and that the RDS is provided by Bank on an "as is" basis.

Except as expressly set forth in this agreement, Bank makes no, and hereby disclaims any and all, representations or warranties, express or implied, in law or in fact, whatsoever to Customer or to any other person as to the RDS or any aspect thereof, including (without limitation) any warranty of merchantability, fitness for a particular purpose, quality, accuracy, or suitability. Customer agrees that no oral or written advice or representation obtained from any Bank employee or representative shall create a warranty or representation for purposes of this agreement or any services to be performed pursuant hereto.

To the fullest extent allowed by law, and subject to the foregoing provisions of this section, Bank's liability to Customer under this agreement shall be limited to correcting errors resulting from Bank's failure to exercise ordinary care or to act in good faith.

Bank makes no representation or warranty, either express or implied, to Customer as to any computer hardware, software, or equipment used in connection with the RDS (including, without limitation, Customer's computer systems or related equipment, Customer's software, or Customer's internet service provider or its equipment), or as to the suitability or compatibility of Bank's software, internet delivered service, equipment or communication interfaces with those that Customer uses, or as to whether any software or internet delivered service will perform in an uninterrupted manner, including (but not limited to) any warranty of merchantability or fitness for a particular purpose.

Bank shall not be responsible or liable for any errors or failures resulting from defects in or malfunctions of Customer's computer hardware or software, for the quality of performance or lack of performance of any computer software or hardware or internet delivered services supplied by Bank to Customer in connection with this agreement, or for the transmission or failure of transmission of any information from Customer to Bank or from Bank to Customer. Bank shall not be responsible for notifying Customer of any upgrades or enhancements to any of Customer's computer hardware or software.

You waive all right to a jury trial on all issues in any action or proceeding related to your account or to any documents executed in connection herewith, and no attempt shall be made to consolidate, by counterclaim or otherwise, any such action or proceeding with any other action or proceeding in which there is a trial by jury or in which a jury trial cannot be or has not been waived. You acknowledge that this waiver may deprive you of an important right and that this waiver has been knowingly and voluntarily made.

## **25. Internet Disclaimer.**

For any services described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any loss or damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, Customer's ability to connect to the Internet, or Bank's ability to connect on the Internet on Customer's behalf.

### **25.1 Service Availability.**

Customer understands that service availability is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in communicating Customer's instructions and request to Bank and Bank's response. Bank shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by Customer in the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of Bank.

## **26. Financial Information.**

Bank may from time to time request information from Customer in order to evaluate a continuation of the services to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or any services and to request reports from credit bureaus and reporting agencies for such purpose. Upon request by Bank, Customer hereby authorizes Bank to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with this Agreement. If Customer refuses to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of Customer is



unacceptable, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the RDS according to the provisions hereof.

#### **27. Confidential Information and Proprietary Right in Data.**

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Bank by the Customer in connection with this Agreement is confidential. Bank shall not, without the express written consent of the Customer, disclose or permit access to any such information by any person, firm or corporation and Bank shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Agreement, or to any other party to which the Bank may be required by law to report such information. Customer agrees to hold confidential and to use only in connection with the RDS provided under this Agreement all information furnished to Customer by Bank or by third parties from whom Bank has secured the right to use the RDS, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should Customer at any time receive or acquire any information relating to another Customer of the Bank, Customer shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for its own benefit. Bank and Customer's obligations and agreements under this paragraph shall not apply to any information supplied that: was known to either party prior to the disclosure by the other or is or becomes generally available to the public other than by breach of this Agreement or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said RDS is or might be subject to regulation and examination by authorized representatives of the Board of Directors of the Federal Deposit Insurance Corporation, the Connecticut Department of Banking, or other authorized State or Federal regulatory agency and the Customer agrees to the release of the Customer's reports, information, assurances, or other data as may be required by them under applicable laws and regulations. Customer agrees that any specifications or programs developed by the Bank in connection with this Agreement or supplied or made available to Customer by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement.

#### **28. Amendments.**

The Bank may amend the terms of this Agreement (including the fees and charges for the RDS) at any time in its sole discretion by giving written notice to Customer. If required by this Agreement or by applicable law, notice will be given for the required applicable number of days in advance of such Amendments. Customer's continued use of the RDS shall constitute Customer's agreement to such amendment. No amendments requested by the Customer shall be effective unless received in writing by Bank and agreed to by the Bank in writing.

#### **29. Entire Agreement; Severability.**

This Agreement together with all exhibits, schedules and attachments hereto, the Account Agreement and the Rules (as incorporated herein) represent the entire agreement and understanding of the parties. In the event of a conflict between the terms of this Agreement and those of the Account Agreement, the terms of this Agreement shall prevail. If any portion of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect. In the event of any inconsistency or conflict between the terms of this Agreement and any present or future statute, regulation or governmental policy to which the 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 the Bank shall incur no liability to the Customer as a result of such violation or amendment.

#### **30. Assignment; Sublicense.**

Customer agrees not to assign, transfer or dispose of its rights and obligations under this Agreement and not to further sublicense, assign or transfer the Program, except as expressly provided in this Agreement. Customer agrees that the scanner is the property of the Bank and shall not be sold, assigned or transferred at any time.

#### **31. Governing Law.**

This Agreement is governed by the laws of the State of Connecticut (except to the extent Federal law governs the copyrights and trademarks of the Processor and its successors or assigns).

**32. Signatures.**

By signing this Agreement, the undersigned acknowledge that they have read and accepted the terms and conditions of this Agreement, and agree to be bound by its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

**DIME BANK:**

Signature: \_\_\_\_\_  
Bank: Dime Bank  
Street Address: 290 Salem Turnpike  
City/St/Zip: Norwich, CT 06360  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CUSTOMER:**

Signature: \_\_\_\_\_  
Company Name: Town of Colchester  
Street Address: 127 Norwich Ave  
City/State/Zip: Colchester, CT 06415  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment A**  
**Fee Schedule**

<b>Item</b>	<b><u>Charge</u></b>	<b>Exception Pricing (if applicable)</b>	<b>Hard Charge</b>	<b>Soft Charge</b>	
Monthly Program Fee (includes scanner) Single Feed	50.00		<input type="checkbox"/>	<input type="checkbox"/>	
Monthly Program Fee (includes scanner) Multi-Feed	75.00		<input checked="" type="checkbox"/>	<input type="checkbox"/>	3 Scanners
RDS per item (first 500)	\$0.12		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
RDS per item (over 500)	\$0.22		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Deposited Item Returned Unpaid (Chargeback) <sup>1</sup>	\$15.00		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
RDS Set-Up and Training Fee (One Time)	\$75.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>	

1. Unless otherwise requested (see below), checks processed using the RDS application will be represented for payment once if returned for non-sufficient funds. The chargeback fee is only charged once per item.

Special Instructions for re-presentment of returned items:

☐ Do Not represent any NSF items

Please refer to Dime Bank Business Schedule of Charges for additional fees that may apply to your account.

**Attachment B**

***Administrator/Information Distribution***

**Administrators**

Name: Michele Wyatt Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Name: Angela Petrowski Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Name: Cheryl Ann Garafalo Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Name: Mary Williamson Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**RDS Daily Limit and Processing Schedule**

**Cut-Off Time: 4:00 pm EST on a business day that we are open.**

Dollar limit: \$ 600,000

Item limit: 500

Account Number: 1023089493 Account Name: \_\_\_\_\_

Account Address: 127 Norwich Ave, Colchester, CT 06415 Scanner in Tax Collector Inner Office

Account Number: 1023089493 Account Name: \_\_\_\_\_

Account Address: 127 Norwich Ave, Colchester, CT 06415 Scanner in Tax Collector Outer Office

Account Number: 1023089493 Account Name: \_\_\_\_\_

Account Address: 127 Norwich Ave, Colchester, CT 06415 Scanner in Sewer & Water Department

**DIME BANK  
BUSINESS DIMEONLINE™ - ACH SERVICE  
AGREEMENT**

Date of Agreement \_\_\_\_\_

Account Number(s) \_\_\_\_\_

Exposure Limit \$ \$500,000

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Dime Bank (the "Bank"), and Town of Colchester (the "Customer").

The Customer has requested that the Bank permit it to initiate electronic funds transfers ("EFT") for paperless entries through the Bank to accounts maintained at the Bank and other financial institutions, by means of the Automated Clearing House (the "ACH") operated on behalf of The New England Automated Clearing House Association ("NEACH").

Now, therefore, in consideration of the mutual promises contained herein, it is agreed as follows:

**1. Transmittal of Entries.**

a. The Bank will transmit the Credit and Debit Entries initiated by the Customer directly or indirectly to the ACH as provided in the Operating Rules of NEACH, as in effect from time to time (the "Rules"), and this Agreement. The Rules incorporate the Operating Rules of the National Automated Clearing House Association ("NACHA") by reference, and will be made available to the customer upon request.

b. The Customer will comply with the Rules insofar as applicable. The specific responsibilities and requirements of the Customer provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking. The Bank reserves the right to audit the Customers compliance with this agreement and NACHA rules.

c. The Customer is authorized to enter into agreements with the Bank to allow for electronic funds transfers by means of the Automated Clearing House. The Customer will comply with the terms of the Electronic Funds Transfer Act if applicable or Uniform Commercial Code Article 4A (UCC4A) if applicable and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanction laws, regulations, and orders administered by the Office of Foreign Assets Control; and laws, regulations, and orders administered by Financial Crimes Enforcement Network.

d. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules.

**2. Physical and Electronic Security**

With respect to Entries transmitted by the Customer to the Bank, the Customer and the Bank shall comply with the security procedure described in the separate Dime Bank Business DimeOnLine™ Cash Management Agreement ("*DimeOnLine*™") that governs the electronic banking services provided through *DimeOnLine*™. In the event any Entry or File of Entries is delivered to the Bank by any person through *DimeOnLine*™, the Bank shall be fully protected in acting in reliance on any Entry or File of Entries transmitted through *DimeOnLine*™. The Customer expressly agrees to be bound by any Entry or File of Entries, whether or not authorized, issued to the Bank through *DimeOnLine*™ by any person using a user ID assigned by the Bank to Customer or a User ID and/or PIN assigned by Customer or Customer's Administrator to additional users.

Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. Without limiting the generality of the foregoing, Customer specifically acknowledges and agrees that as part of the foregoing obligation Customer shall comply with the provisions of Section 1.6 of the Rules, entitled "Security Requirements," for the safeguarding of Protected Information, as that term is defined in the Rules. Dime Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and Dime Bank is not responsible for any damage to Customer's

computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. Dime Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems or accessed through an Internet connection.

Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate user(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Dime Bank will never contact Customer by e-mail in order to ask for or to verify account numbers, Security Devices, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its user(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Dime Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.

In the event of a breach of the Security Procedure, Customer agrees to assist in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing the bank or the bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Customer further agrees to provide to Dime Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist the bank shall be an admission by Customer that the breach of the Security Procedure was caused by a person who obtained access to Customer's transmitting facilities or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by the bank.

**3. Authorizations.** The Customer will obtain authorizations from each person shown as the Receiver on an Entry authorizing the initiation of such Credit or Debit Entry; for Debit Entries such authorizations shall be in writing and signed by the Receiver in a form that complies with the requirements of Rules and shall be kept on file with the Customer. The Customer will retain the original or a copy of each authorization received by the Customer for two (2) years after termination or revocation of such authorization. The Customer agrees to provide the Bank with a copy of any such authorization upon request. The Customer agrees that it will be restricted to the use of approved Standard Entry Class codes, currently CCD, PPD, and CTX, and will not initiate other Debit Entries, such as WEB or TEL Entries, without the express written authorization of the Bank. If Customer in the future requests approval to initiate such Entries, Customer agrees to provide the Bank with any information the Bank requests with regard to the Customer's procedures for authentication of such authorizations, including but not limited to, fraud detection systems and procedures.

**4. Prenotification.** Five days before a Debit or Credit Entry is scheduled to be made for the first time through *DimeOnLine*™ the Customer is required to send a Prenotification instruction that it intends to initiate an Entry or Entries to a particular account. Customer agrees to schedule any new Credit or Debit Entries through *DimeOnLine*™ at least six (6) business days prior to the effective entry date so that such Prenotification can be sent through *DimeOnLine*™. If the Customer receives notice that any such Prenotification has been rejected by a Receiving Financial Institution, or that a Receiving Financial Institution will not accept Entries without having first received a copy of the authorization signed by its customer, the Customer will not initiate Entries, except the Customer may initiate Entries after the Customer has provided the Receiving Financial Institution with such authorization, or after the Customer has corrected the Entry as requested by the Receiving Financial Institution.

**5. Reserves.** From time to time, the Bank shall evaluate the Customer's transaction activity for the purpose of establishing averages for transaction frequency, amount, returns and adjustments. These evaluations will occur at least annually and may occur more frequently at the Bank's discretion. In connection with these evaluations, the Bank reserves the right to require the Customer to establish reserves with the Bank calculated by the Bank to cover the Customer's obligations to the Bank arising from ACH activities under this Agreement. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by the Bank's periodic evaluations. The amount of reserves required by the Bank, if any, will be communicated directly to the Customer from time to time. The Customer agrees to establish reserves as required by the Bank within three (3) business days (Bank should provide consistent terminology) after receipt of a communication from the Bank setting forth the amount of required reserves and the basis of calculation used to determine the amount of reserves. The Bank may suspend ACH processing activity for the Customer if the Customer fails to establish the required amount of reserves within the time period specified by the Bank in its communication to the Customer.

**6. Manner of Providing Entry Information.** The Customer will provide Entry information in the manner specified

in the Rules, through *DimeOnLine*<sup>TM</sup> in accordance with the *DimeOnLine*<sup>TM</sup> tutorial for creating ACH entries.

7. ***Delivery Schedule and Procedures.*** The Customer will deliver Credit Files three (3) business days prior to employee or other pay date, and not later than the deadline shown below. The Customer will deliver Debit Files two (2) business days prior to the effective entry date, and not later than the deadline shown below. The input deadline is 3:00 p.m. In the event a transaction File will not be delivered to the Bank as scheduled, the Customer will advise the Bank of that fact, together with the time and date for the delivery of the File. The Customer agrees that the total dollar amount of Entries transmitted by Company to Bank on any one day shall not exceed the Exposure Limit established by the Bank as set forth on the first page of this Agreement. The Customer authorizes the Bank to obtain Customer's credit report from a credit reporting agency and agrees to provide the Bank with other financial information upon request.

8. ***Available Funds For Credit Entries.*** The Customer will maintain an account with the Bank at all times during the term of this Agreement and provide immediately available funds in its Accounts (the Account) designated in the Application for *DimeOnLine*<sup>TM</sup> and/or on the first page of this Agreement, to cover any Credit Entry initiated by it not later than the Settlement Date applicable thereto. In the event that the funds are not available at the time an ACH credit is initiated, The Customer may receive a reject message and the ACH file may not be transmitted.

9. ***Credits to Customer Account.*** The Customer will receive immediately available funds credited to its Account for any Debit Entry, initiated by it or any Returned Credit Entry on the Settlement Date applicable thereto. The Bank reserves the right to delay the availability of funds derived from Debits for good cause.

10. ***Entry Errors.***

a. If the Customer discovers that any Entry it has initiated was in error, it shall notify the Bank of such error immediately by calling the Bank's Deposit Operations Department at (866) 859-4300. If such notice is received prior to the time provided in Paragraph 7 of this Agreement for the delivery of the erroneous Entry, the Bank will utilize its best efforts to initiate an Adjusting Entry within the time limits provided by the Rules, but shall have no liability if it is unable to effect such Adjusted Entry through use of its best efforts. If such notice from the Customer is received after the time provided in Paragraph 7 of this Agreement, the Bank will utilize its best efforts on behalf of the Customer, consistent with the Rules, but shall have no liability if such Adjusted Entry is not effected.

b. The Customer shall have no right to the cancellation or amendment of any Entry after its receipt by the Bank. However, the Bank shall use reasonable efforts to act on a request by the Customer for cancellation or amendment of any Entry prior to transmitting it to the ACH operator or, in the case of an On-Us Entry that was not submitted to the ACH operator, prior to Crediting or Debiting a Receiver's account, provided such request complies with the security procedures, but the Bank shall have no liability if such cancellation or amendment is not effected.

11. ***Bank's Right to Reject Entries and Processing Returns.***

a. The Bank has the right to reject any Entry which does not comply with the requirements of this Agreement or any instructions for use of *DimeOnLine*<sup>TM</sup>. The Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. The Bank shall have the right to reject any Entry if the Customer has failed to comply with its account balance obligations under Sections 8 and 14 of this Agreement.

If an entry is rejected because the Customer failed to send a Prenotification as described in Section 4 above, notice will be immediately provided to Customer through *DimeOnLine*<sup>TM</sup>. If an entry is rejected or returned, by the Receiving Depository Financial Institution (including entries returned NOC (Notification of Change)), the Bank will notify the Customer by telephone or E-mail, at the Bank's option. Bank will Credit/Debit (as applicable) the Account for the amount of the returned/rejected dollar transaction.

The Bank shall have no liability to Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. In the case of an Entry that is not delivered in accordance with the schedule and delivery procedure as set forth above, the Bank at its sole option, may elect to use its best efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified above, but in no event shall the Bank have liability if such Entry is not effected by such deadline.

b. In the event any Entries are rejected by the ACH for any reason whatsoever, it shall be the responsibility of the Customer to remake such Entries; the Customer shall retain all information necessary to remake any file of entries for three (3) days after midnight of the Settlement Date.

c. The Customer agrees to process all return Entries, NOC, and rejected Entries by taking immediate action as follows: (i) arrange to have the individual paid for returned Credit Entries; (ii) prior to the initiation of the next ACH Entry, correct the information in error contained on the rejected/returned NOC; and (iii) prepare a revised/corrected Entry for inclusion on future Files processed through *DimeOnLine*<sup>TM</sup>. The revised/corrected Entry must be sent to the Bank within the deadlines set forth in Paragraph 7.

**12. Reimbursement for Rejected Debit Entries.** The Customer will promptly provide immediately available funds to reimburse and indemnify the Bank if any Debit Entry is rejected after the Bank has permitted the Customer to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such entry is received by the Bank.

**13. Indemnification for Breach of ODFI Warranties.** The Customer will indemnify the Bank if the Bank incurs any loss or liability on account of the breach, with respect to any Entries initiated by the Customer, of any of the warranties of Originating Depository Financial Institutions contained in the Rules, except due to the Bank's own negligence.

**14. Charges and Customer Account.**

a. The Customer will compensate the Bank for providing services referred to herein as set forth in the *DimeOnLine*<sup>TM</sup> Agreement.

b. The Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by Debiting the Account(s). The Customer shall at all times maintain a balance of available funds in the Account(s) sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account(s) to cover the Customer's obligations under this Agreement, the Customer agrees that the Bank may Debit any account maintained by the Customer with the Bank or that the Bank may set off against any amount it owes to the Customer, in order to obtain payment of the Customer's obligations under this Agreement.

c. Entries transmitted through *DimeOnLine*<sup>TM</sup> or Debited or Credited to a Customer's Account maintained with the Bank will be reflected on the Customer's *DimeOnLine*<sup>TM</sup> daily history and on the Customer's periodic statement issued by the Bank with respect to the Account pursuant to the agreement between the Bank and the Customer. No other notice of Debits or Credits to Customer's Accounts will be given. The Customer agrees to notify the Bank within seven (7) days of the Settlement Date of any discrepancy between the Customer's records and any information shown on the daily history and to notify the Bank within fourteen

(14) days of the receipt of a periodic statement of any discrepancy between the Customer's records and the information shown on the periodic statement for the Account. If the Customer fails to notify the Bank of any such discrepancy as required by this paragraph, the Customer agrees that the Bank shall not be liable for any other losses resulting from the Customer's failure to give such notice or any loss of interest with respect to an Entry shown on the daily history or periodic statement. If the Customer fails to notify the Bank of any such discrepancy as required by this paragraph, the Customer shall be precluded from asserting such discrepancy against the Bank.

**15. Limitation of Liability.**

a. The Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. The Bank shall not be responsible for the Customer's acts or omissions (including without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from the Customer) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation, the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed the Bank's agent. The Customer agrees to indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of the Customer or any other person described in this Paragraph 15(a).

b. In no event shall the Bank be liable for any consequential, special, punitive or indirect loss or damage which the Customer may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from the Bank's acts or omissions pursuant to this Agreement.

c. Without limiting the generality of the foregoing provisions, the Bank shall be excused from failures in the *DimeOnLine*<sup>TM</sup> System or from its failure to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal



would result in the Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. Customer agrees all transactions conducted through *DimeOnLine*™ will be in compliance with United States law.

d. In the event the Customer incurs any loss due to the mishandling of a particular Entry or Entries, the Bank's liability to the Customer shall be limited to (a) direct damages arising from the Bank's failure to act in good faith or in accordance with commercially reasonable standards; and (b) the amount recoverable by the Bank from the ACH, NEACH, or any third party pursuant to the Rules or any applicable indemnity agreement. Subject to the foregoing limitations, the Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At the Bank's option, payment of such interest may be made by crediting the Account.

e. You waive all right to a jury trial on all issues in any action or proceeding related to your account or to any documents executed in connection herewith, and no attempt shall be made to consolidate, by counterclaim or otherwise, any such action or proceeding with any other action or proceeding in which there is a trial by jury or in which a jury trial cannot be or has not been waived. You acknowledge that this waiver may deprive you of an important right and that this waiver has been knowingly and voluntarily made.

**16. Warranties.** The Customer warrants (a) the accuracy of all transactions presented through *DimeOnLine*™; (b) that each person shown as the Receiver on an Entry received by the Bank from the Customer has authorized the initiation of such Entry and the Crediting or Debiting of its account in the amount and on the Effective Entry Date shown on such Entry; (c) that such authorization is operative at the time of transmittal or Crediting or Debiting through *DimeOnLine*™ as provided herein; (d) that the Customer will obtain the Bank's express written authorization prior to initiating any Debit Entries based on telephone or Internet authorizations, and, if the Bank authorizes such Entries, that the Customer will establish fraud detection and authentications systems and procedures consistent with the requirements of the Rules (e) that the Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions administered by OFAC; and (f) that the Customer shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; and specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and the Customer shall not be deemed to have paid the Receiver the amount of the Entry. The Customer shall indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements. Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**17. Termination of Agreement.** This Agreement will terminate if the Dime Bank Business Internet Banking Cash Management Agreement between Bank and Customer terminate. This Agreement may also be terminated on written notice by either party, provided that the Bank shall be given a reasonable time to act on such notice, such reasonable time to be not less than two business days. Notwithstanding the foregoing, applicable portions of this Agreement shall remain in effect with respect to any entries initiated by the Customer prior to such termination, further provided that the Bank may terminate this Agreement immediately if it determines customer fraud or negligence exists with respect to the Account.

**18. Inconsistency of Name and Account Number.** The Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, Crediting or Debiting of the Entry transmitted through *DimeOnLine*™ to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by the Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that the Customer's obligation to pay the amount of the Entry to the Bank is not excused in such circumstances.

**19. Amendments.** From time to time, the Bank may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective upon receipt of notice by the Customer or such later date as may be stated in the Bank's notice to the Customer.

**20. Notices.**

a. Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or

instruction received from the Customer or any other person, or to provide any notice or advice to the Customer or any other person with respect to any matter.

b. The Bank shall be entitled to rely on any communication or transmission to Bank through *DimeOnLine™*.

**21. Entire Agreement.** This Agreement, together with the Deposit Account Agreement and the Dime Bank Business Internet Banking Cash Management Agreement, is the complete and exclusive statement of the agreement between the Bank and the Customer with respect to the subject matter hereof, and supersedes any prior agreement(s) between the Bank and the Customer with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the agreement governing the Account, or the Dime Bank Business Internet Banking Cash Management Agreement, the terms of this Agreement shall govern. 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, government policy, or ACH rules to which the 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 the Bank shall incur no liability to the Customer as a result of such violation or amendment.

**22. Non-Assignment.** The Customer may not assign this Agreement or any of the rights or duties hereunder to any person without the Bank's prior written consent.

**23. 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 assigns.

This Agreement is not for the benefit of any person other than the Bank and the Customer, and no other person shall have any right against the Bank or the Customer hereunder.

**24. Headings.** Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

**25. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut, provided that the rights and obligations of the Customer and the Bank with regard to any Entries subject to Article 4A of the Uniform Commercial Code (Business ACH Entries) shall be governed by the law of the State of New York.

By the Company:

Town of Colchester  
\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signer (Print)

\_\_\_\_\_  
Authorized Signer (Signature)

\_\_\_\_\_  
Date

By the Bank:

\_\_\_\_\_  
Type or Print Bank Officer Name

\_\_\_\_\_  
Bank Officer Signature

\_\_\_\_\_  
Bank Officer Title

\_\_\_\_\_  
Date



## Dime Bank Business DimeOnLine™ - ACH Services Agreement

### Attachment A-Authorized Administrator and Accounts

Cut-Off Time: 3:00pm ET on a business day that Bank is open.

Business Name: Town of Colchester

Exposure Limit \$: \$500,000

Dual Approval? ☒ Yes / ☐ No (circle) If no, DO NOT indicate Initiator/approver below

Account(s): 1023089500

**Authorized Administrator** (Must be DimeOnLine™ User-If representative is new DimeOnLine™ User, Bank will need to assign token for access)

Name: John Ringo Daily Limit: \$500,000 Initiator/Approver/Both (circle one, if applicable) Software Token Apple Device? ☒ Yes / ☐ No (circle)

**Authorized ACH Representatives** (Must be DimeOnLine™ User)

Name: Mary Williamson Daily Limit: \$500,000 New User? ☒ Yes / ☐ No (circle) Initiator/Approver/Both (circle one, if applicable) Software Token

All Account Access? ☒ Yes / ☐ No (circle) If no, list accounts: \_\_\_\_\_ Apple Device? ☒ Yes / ☐ No (circle)

Name: Rachel Linkkila Daily Limit: \$500,000 New User? ☒ Yes / ☐ No (circle) Initiator/Approver/Both (circle one, if applicable) Software Token

All Account Access? ☒ Yes / ☐ No (circle) If no, list accounts: \_\_\_\_\_ Apple Device? ☒ Yes / ☐ No (circle)

Name: \_\_\_\_\_ Daily Limit: \_\_\_\_\_ New User? Yes/No (circle) Initiator/Approver/Both (circle one, if applicable)

All Account Access? Yes/No (circle) If no, list accounts: \_\_\_\_\_ Apple Device? Yes/No (circle)

Name: \_\_\_\_\_ Daily Limit: \_\_\_\_\_ New User? Yes/No (circle) Initiator/Approver/Both (circle one, if applicable)

All Account Access? Yes/No (circle) If no, list accounts: \_\_\_\_\_ Apple Device? Yes/No (circle)

### Account Authorized Signer

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

### Bank Officer Authorized Signer

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

### Review:

Employee Name: \_\_\_\_\_ Date Processed: \_\_\_\_\_ Employee Initials: \_\_\_\_\_

iBanking Set-Up Verified By: \_\_\_\_\_ Date Verified: \_\_\_\_\_

Insight Maintenance Verified By: \_\_\_\_\_ Date Verified: \_\_\_\_\_

# Dime Bank Funds Transfer Agreement for Online Wire Transfers

This Agreement is for Wire Funds Transfer requests via DimeOnLine provided by Dime Bank, 290 Salem Tpke, Norwich, Connecticut, 06360 ("Bank"). In this Agreement, "The Bank" "we" or "us" means Dime Bank, and "The Customer" "you" or "your" refers to the Depositor listed on the signature card for the account. This Agreement is in conjunction with the Dime Bank "Business DimeOnLine Cash Management Agreement". Please read the following information carefully. By completing this request, you acknowledge that you have read and understand this Agreement and agree to be bound by its terms and conditions.

Both parties agree that the services described and provided by the Bank will be subject to the terms and conditions set forth below and in the "Business DimeOnLine Cash Management Agreement":

1. **General.** The Internet based service (DimeOnLine) provided by the Bank to the Customer permits the Customer to provide instructions and payment orders for Wire Transfers of funds.
2. **Access to Online Wire Transfers.** To enroll for Online Wire Transfers, the Customer must complete a *Funds Transfer Agreement for Online Wire Transfers*. The Customer's access to Online Wire Transfers will be determined at the Bank's sole discretion. Subject to applicable law, the Bank reserves the right to modify, suspend, or terminate access to Online Wire Transfers at any time without notice or refund of previously incurred fees. The Customer authorizes the Bank directly or through an agent, to obtain a credit report in connection with this Agreement, at the Bank's sole discretion, at a later date, in connection with the Customer's use of Online Wire Transfers. The Bank may limit the Customer's access to Online Wire Transfers or the dollar amount of the Customer's transfers and payments based on the Customer's credit report.
3. **Online Wire Transfers.**
  - a. The Customer will provide, on **Attachment A**, the appointed Online Banking Administrator and a list of those accounts that should be enabled for wire transfer capability. Only Online Banking Users enabled by the Online Banking Administrator may initiate a payment order or communication regarding amending or canceling a payment order on behalf of the Customer. The Bank will only accept a payment order or communication regarding a payment order, which is sent or communicated by an Authorized Wire Transfer Representative, as appointed by the Online Banking Administrator.
  - b. The Customer may identify specific maximum daily dollar limits for fund transfers as identified in **Attachment A**; the Customer agrees to abide by such limits.
  - c. The Customer agrees that available funds are required in order to initiate any funds transfer. If the Customer's available funds at the time of a payment order are less than the amount of the funds transfer ordered, the Bank may reject the Customer's request for a payment order, but if the Bank, in its total discretion, does accept such a payment order, the amount by which the funds transferred exceed the available funds in the Customer's accounts shall be treated as an "overdraft" and the amount of this overdraft will be due and payable immediately by the Customer.
  - d. The Customer understands that it has the ability, through DimeOnLine to set transaction limits for each User authorized by the Administrator.
    - i. Orders for wire transfers may be initiated through DimeOnLine by an Authorized Wire Transfer Representative using a User ID, Password, and Token. The Customer is responsible for disabling any assigned User who may be terminated or resign.
    - ii. The Customer understands that they must contact the Bank immediately if the authorized Administrator needs to be disabled or re-established.
    - iii. The Customer expressly agrees to be bound by any payment order received through DimeOnLine, whether or not authorized, issued in its name and accepted by the Bank in compliance with the Security Procedures.
    - iv. The Customer will undertake a review of these procedures from time to time to determine if they need to be upgraded or amended.

# Dime Bank Funds Transfer Agreement for Online Wire Transfers

## 4. Foreign Transfers.

- a. "Foreign Transfer" means a payment to a bank or other recipient outside the United States. These wires may be completed by a combination of Fedwire, correspondent banks and SWIFT (Society for Worldwide Interbank Financial Telecommunication). Foreign Transfers may require additional information that varies by country and the transmission method. That information will be determined at the time of submitting the Foreign Transfer request and may include currency exchanges, location codes, branch codes, and regulatory codes of the receiving country or other information. Foreign wires are structured transactions dealing with multiple currencies, languages, and time zones that require accurate information to process. The Bank will use reasonable efforts to process all Foreign Transfers but cannot provide assurance on timing or completion.
- b. Timing. Foreign Transfers take longer to complete than domestic Fedwire transactions. Foreign Transfers may process through multiple banks or countries with differing business days, holidays, time zones or may cross the international date line.
- c. Foreign Currency Conversion. For any funds transfer to a beneficiary in a foreign country, the Customer consents to conversion of the funds into foreign currency by the Bank (or the Bank's agents or processors), any correspondent bank or intermediary bank, the beneficiary's bank, or any other third party reasonably involved in the completion of the funds transfer, at conversion rates generally applied by that converting party. The Bank may in its discretion execute the transfer request in the currency of the country of the beneficiary's financial institution at either the Bank's buying rate of exchange for U.S. dollar transfers or the exchange rate of the beneficiary's institution. If the transfer is returned for any reason, the Customer agrees to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by the Bank. Foreign transfers may be subject to delays and changes in foreign currency exchange rates. Fees imposed by intermediary banks may be deducted from the amount of the Customer's transfer. A portion of those fees may be shared with the Bank. Bank has no obligation to re-execute any voided, rejected or returned wire transfer order. Bank will credit any account following a voided, returned, or rejected wire transfer request. Any credit may not be equal to the original amount due to, for example, differences in foreign currency exchange rates, wire fees, and expenses of Bank or other financial institutions.

Failure to meet the wire transfer cut-off time expressed on the *Dime Bank Funds Transfer Agreement* (Attachment A-Authorized Administrator and Accounts) will result in a delay of payment order. The Bank may, in its discretion and at its option, modify its cut-off hour. The Bank does not guarantee the funds transfer will become effective on the same funds transfer business day. Processing Times: Orders are processed continuously throughout the day.

5. Complete Discretion to Accept or Reject Orders. The Bank may, in its discretion and without liability of any kind to the Customer, accept or reject any payment order requested by the Customer. The Bank will make reasonable efforts to provide the Customer with a notice of rejection.
6. Errors and Rejections by the Bank. If a transfer request identifies an intermediary bank or a beneficiary's bank inconsistently by name and identifying number, execution of the request might be based solely upon the number, even if the number identifies a bank different from the named bank or a person who is not a bank. If a transfer request identifies a beneficiary inconsistently by name and account number, payment might be made by the beneficiary's bank based solely upon the account number, even if the account number identifies a person different from the named beneficiary. The Customer's obligations shall not be excused in these circumstances. The Bank may in its sole discretion reject any transfer request or incoming transfer which does not conform to the limitations, procedures, and/or other requirements are set forth in this Agreement, such as availability of funds on deposit. Unless prohibited by law, the Bank may at its sole discretion reject any transfer request it receives from the Customer for any or no reason (including but not limited to suspicion that the request might be unauthorized or in violation of law or the rights of others). The Bank shall endeavor to notify the Customer of the Bank's rejection of the transfer request by telephone, electronic message, U.S. mail or other commercially reasonable means. The Bank will comply with regulations issued by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC"). If any request is to any entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law the Bank shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to the Bank. The Bank shall have no liability to the Customer as a result of the Bank's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement.

# Dime Bank Funds Transfer Agreement for Online Wire Transfers

## 7. Security Procedure For Wire Transfers.

- a. Security Procedures. The Bank and the Customer agree to utilize certain specific Security Procedures described in this Agreement to verify all funds transfers. The Customer expressly agrees to be bound by any payment order whether or not authorized, issued in its name and accepted by Bank in compliance with these Security Procedures.
- b. Authorized Wire Transfer Representatives. The Customer has listed on **Attachment A** the Online Banking Administrator who will be authorized to designate Authorized Wire Transfer Representatives to originate wire transfer payment orders from the Customer's account(s) at the Bank, or to amend or cancel such orders as provided in Section 8. Orders for funds transfers will be affected only upon express acceptance by Bank (see Section 5). Wire transfer orders placed via DimeOnLine are accepted in accordance with the Security Procedures in place which require a User ID, Password, and Token to initiate and transmit funds transfer instructions.
- c. Purpose of Security Procedures. The Bank has adopted such Security Procedures only for the purposes of verifying payment orders (or communications seeking to amend or cancel payment orders) as those of the Customer and the Security Procedure is not designed for detecting errors in the transmission or content of the payment orders or communications. The Customer understands that the Security Procedures will not be used to detect errors by the Customer in the transmission or content of a payment order or communication.
- d. No Guarantees. The Bank does not guarantee that the Security Procedures used will be effective.
- e. Customer Obligations. The Customer agrees to follow the Security Procedures set forth within all Wire Transfer and online agreements. The Customer agrees to keep any disclosure of the nature and content of these procedures strictly confidential and to disclose parts of these procedures only to employees who need to know the information contained in that part in order to effect or verify wire transfers. The Customer will promptly notify the Bank if the confidentiality of the Security Procedures is compromised. The Customer will take all steps necessary so that these Security Procedures are likely to be successful under the circumstances of the Customer's business and its day-to-day methods of effecting funds transfers, including without limitation the steps set forth in the DimeOnLine Agreement. The Customer will notify the Bank if at any time the Customer becomes aware of facts that suggest that the Security Procedures no longer seem adequate.
- f. Commercially Reasonable. The Bank and the Customer have reviewed and discussed the Security Procedures. The Customer confirms that any questions that the Customer had with regard to the Security Procedures have been answered to the Customer's satisfaction. The Customer has been provided with the opportunity to have the Security Procedures reviewed by its attorney, accountant or other advisor. The Bank and the Customer agree that the Security Procedures are **commercially reasonable** as that term is used within Article 4a of the Uniform Commercial Code. The Customer understands that a funds transfer request that is received by the Bank, whether or not authorized or issued by the Customer, shall be effective as an authorized transfer of the Customer if the Bank accepts the funds transfer request in compliance with the Security Procedures.
- g. Instructions or Changes. The Customer shall specify the Administrator(s) of DimeOnLine and understands that it is the Customer's sole responsibility to authorize any additional Users online. If the Customer wants to change the methods of communicating payment orders in the future, or wants to make any other desired change to the methodology or persons involved in ordering wire transfers, the Customer shall notify the Bank as soon as possible and follow up with that request in writing. Any notice of change with regard to such matters will not be in effect until (i) expressly accepted by the Bank in writing, and (ii) then, only after the Bank has had a reasonable time to put such change into effect. The Customer agrees that it shall notify the Bank immediately by fax copy or hand delivery if any Administrator listed in **Attachment A** ceases to be employed by the Customer, ceases to be the Online Banking Administrator or has a change in the dollar limit of funds transfer allowed for such Authorized Representative.

8. Canceling or Amending an Order. Any communication canceling or amending a payment order will not be effective to cancel or amend the payment order unless the communication has been verified with an Authorized Wire Transfer Representative and unless (i) the Bank and all other receiving banks including the beneficiary's bank have had 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. The Bank is not obligated to attempt to cancel or amend a payment order, but even if the Bank elects to attempt to cancel or amend a payment, the above rules apply. By requesting cancellation or amendment of a payment order, the Customer realizes that the Customer may be liable for any losses or expenses incurred by the Bank in attempting to cancel or amend the payment order.

# Dime Bank Funds Transfer Agreement for Online Wire Transfers

9. **Advice and Statements.** Any debit or credit to an account made in connection with a funds transfer accepted by the Bank (including a funds transfer sent or received on behalf of the Customer) will appear on periodic Bank statements for the account to or from which the order was made. The Customer agrees to notify the Bank of any discrepancy or error in the statement within 30 days after we mail or otherwise make the statement available to you. The Customer agrees that such 30-day period is a reasonable time to perform such review.
10. **Use of Correspondent Accounts.** The transfer of funds may be sent through any one, or a series of, correspondent banks of the beneficiary's bank and of the Bank in a manner deemed most appropriate and effective by the Bank or by another bank participating in the funds transfers.
11. **Refunds.** In the event that the beneficiary does not receive payment of the transfer and the Customer is entitled to a refund, upon receipt by the Bank of the returned funds, the Bank will refund the amount to the Customer less any expenses associated with the recovery incurred by the Bank or any other intermediary bank involved in the transaction. The Bank will notify the Customer that the transfer was not completed as soon as reasonably practical.
12. **Limitations of Liability.**
  - a. In no event shall the Bank be liable to the Customer for any damages, including lost profits, lost savings or other direct, indirect, incidental, special or consequential damages arising out of the use or inability to use DimeOnLine, or for any claim by another party. If a transaction which the Customer has properly processed through DimeOnLine, in accordance with the instructions we provide (I) is not completed, or (II) is completed for an incorrect amount, or (III) is directed to a person or entity which does not comply with the Customer's instructions, and such error occurred through the Bank's negligence or willful misconduct, the Bank will be responsible for returning any improperly transferred funds to the Customer's account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. THE RECREDITING OF THE CUSTOMER'S ACCOUNT AND THE REDIRECTING OF PAYMENTS AND TRANSFERS SHALL CONSTITUTE THE BANK'S ENTIRE LIABILITY FOR INCOMPLETE OR INCORRECT PAYMENTS OR TRANSFERS.
  - b. The Customer shall be solely responsible for protecting against unauthorized access to DimeOnLine through the use of physical security, User IDs, Passwords, Tokens, and other Security Procedures as described in Section 7. The Bank will be held harmless for processing any request sent through DimeOnLine by any person using a User ID, Password, and Token that has been assigned to the Customer or any of the Customer's Authorized Representatives.
  - c. The funds transfer features of DimeOnLine include: Wire Transfers, transfers between the Customer's designated accounts at the Bank ("Internal Transfers"), or preauthorized payments to third parties ("Bill Payments"). The Bank will only accept transfer requests upon proper execution of the Security Procedures that are entirely within the Customer's control. The Customer agrees to follow the Security Procedure set forth in Section 7 of this Agreement.
  - d. The Customer understands that by using DimeOnLine, information about the Customer's accounts and transactions will be transmitted over the Internet. The Customer agrees that the Bank will have no liability to the Customer if an unauthorized third party obtains information about the Customer's accounts or transactions despite reasonable precautions the Bank has taken to maintain the confidentiality of such information.
  - e. The Bank shall exercise reasonable care in providing the services hereunder but in no event shall the Bank be liable for any consequential damages except where required by law. The Customer further agrees that the Bank shall not be liable for any error, delay, or default on the part of the Bank or any agent used by the Bank in the execution of any transfer, or related act, except to the extent such liability is required by law and to the extent such liability cannot legally be varied or waived by agreement. The Customer agrees that the liability of the Bank is waived to the maximum extent allowed by law.
13. **Security Recommendations.** The Customer understands that it is imperative to follow strong internal business processes to prevent becoming a victim of fraud. The best approach for online security is a multi-layered approach, which includes requiring multifactor authentication, strong passwords, dual control, security tokens, fraud prevention training and restricted access to the computer. Industry security experts recommend use of a stand-alone computer to perform Cash Management activities including wire transfers. Experts also recommend that the computer is hardened, is not used for web-surfing, or email, and that fire-walls, anti-virus and security patches are installed and kept current. Additional fraud prevention information can be found on the Bank's website, <https://www.dime-bank.com>.

# Dime Bank Funds Transfer Agreement for Online Wire Transfers

14. **Warranty Disclaimer.** No warranties with respect to Funds Transfer Agreement for Online Wire Transfers are made by the Bank nor does the Bank warrant that the Funds Transfer Agreement for Online Wire Transfers will meet specific requirements of the Customer. THE BANK MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE USE OF FUNDS TRANSFER AGREEMENT FOR ONLINE WIRE TRANSFERS. THE BANK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Customer assumes the entire risk as to the quality and performance of the Funds Transfer Agreement for Online Wire Transfers.
15. **Internet Disclaimer.** For any services described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any loss or damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, Customer's ability to connect to the Internet, or Bank's ability to connect on the Internet on Customer's behalf.
16. **Service Availability.** Customer understands that service availability is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in communicating Customer's instructions and request to Bank and Bank's response. Bank shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by Customer in the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of Bank.
17. **Fees.** Fees payable by the Customer for access to DimeOnLine and services provided within shall be at a rate specified on the Fee Schedule and/or Agreements. The Customer agrees to pay all such fees as they may be amended from time to time. In addition to said fees, the Customer agrees to pay any sales, use or other taxes that may now or in the future be applicable to the services provided hereunder. In the event any part of this Agreement is **terminated after the 10th day of the month**, the Customer agrees that they may still be responsible for the full monthly service charge disclosed on the Schedule of Charges and/or Agreements.
18. **Financial Information.** Bank may from time to time request information from Customer in order to evaluate a continuation of the services to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or any services and to request reports from credit bureaus and reporting agencies for such purpose. If Customer refuses to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of Customer is unacceptable, Bank may terminate the Agreement according to the provisions hereof.
19. **Miscellaneous.**
  - a. This Agreement, together with other written agreements relating to DimeOnLine services and the applicable Bank deposit account and overdraft line of credit contracts, represent the entire understanding of the parties. If any portion of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect.
  - b. This Agreement is governed by the laws of the State of Connecticut. It may not be amended or modified except by a written instrument signed by both the Customer and Bank.
  - c. The Bank shall not be responsible for liability, loss or damage of any kind resulting from any delay in performance of or failure to perform its responsibilities hereunder due to causes beyond Bank's reasonable control.
  - d. The Customer agrees to monitor account balances and charges, to promptly notify the Bank if any data it receives is grossly greater or less than Customer's expectation of the information, and to refrain from acting on information it has reason to believe is erroneous. Consequently, the Bank's and, if the services of a third party provider are utilized in the provision of any service hereunder, the third party's sole liability to the Customer shall be limited to the correction of any errors made.



# Dime Bank Funds Transfer Agreement for Online Wire Transfers

20. **Indemnification.** All disputes between Customer and any Indirect Customer or beneficiary relating to any wire transaction shall be settled between Customer and Indirect Customer or beneficiary. Customer agrees to indemnify and hold the Bank and its processors harmless from any claim, liability, loss, or expenditure relating to any such transaction or from Customer's breach of any of its obligations under this Agreement. The Bank retains the right to offset the Customer's account for amounts the Bank is damaged by Customer's actions. The Customer will defend, indemnify, and hold harmless the Bank, its officers, directors, employees, and its processors against and in respect to any and all claims, demands, causes of action, losses, liabilities, costs, fines, expenses (including reasonable attorneys' fees), and damages, including consequential, special, and punitive damages, directly or indirectly resulting from: (i) the processing of any wire request received by the Bank; (ii) any breach of the provisions of this Agreement or the Rules including but not limited to a breach of the warranties and representations made by Customer (iii) any dispute between the Customer and any third party in connection with the use of the Wire Transfer system; (iv) any breach of the Customer's representations for any transaction submitted by the Customer described in this Agreement; and (v) any loss or expenditure which results from any transaction submitted by the Customer caused by the Indirect Customer's inability to fund the transaction. The terms of this Section shall survive termination of this Agreement.

21. **Term.** This Agreement is effective from the date the DimeOnLine Funds Transfer services are made available to the Customer and shall remain in force until termination. The Agreement shall be terminated, (1) upon written notice by either party to the other, provided the Bank shall be given a reasonable time, which shall not be less than 5 business days, to act on such notice, (2) upon termination of the relationship between the parties, or (3) if the Customer fails to comply with the terms and conditions of this Agreement.

22. **Termination.** Either party may terminate this Agreement by giving written notice to the other party, but termination shall not be effective until receipt of the notice and of the passage of a reasonable time thereafter. Termination of this Agreement shall not affect any right or liabilities of either party created prior to such termination.

23. **Amendment.** The Bank may amend this Agreement at any time by giving written notice to the Customer. An amendment shall not affect the rights or liabilities of either party created prior to the amendment. Customer's continued use of service shall constitute Customer's agreement to such amendment. No amendments requested by the Customer shall be effective unless received in writing by Bank and agreed to by the Bank in writing.

24. **Entire Agreement; Severability.** This Agreement (and any Attachments) shall constitute the entire understanding and agreement between the Customer and the Bank concerning the use of DimeOnLine Funds Transfers. Neither actual or perceived custom, trade usage, nor the price dealings of the parties, shall alter or modify the terms and conditions of this Agreement. In the event of a conflict between the terms of this Agreement and those of the Business Deposit Account Agreement, the terms of this Agreement shall prevail. In the event of any inconsistency or conflict between the terms of this Agreement and any present or future statute, regulation or governmental policy to which the 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 the Bank shall incur no liability to the Customer as a result of such violation or amendment.

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

26. **Definitions.** Unless otherwise indicated in the Agreement, all terms defined in such Article 4A have the same meaning in this Agreement.

27. **Successors and Assigns.** This Agreement is binding on the Bank and the Customer, its successors and assigns.

28. **Signatures.** By signing this Agreement, the undersigned acknowledges that they have read and accepted the terms and conditions of this Agreement and agree to be bound by its terms. This Agreement may be executed in two or more counterparts; each of which shall be deemed original, but such counterparts together shall constitute one instrument.

# Dime Bank Funds Transfer Agreement for Online Wire Transfers

29. **JURY TRIAL WAIVER.** ANY CLAIM BETWEEN THE BANK AND THE CUSTOMER RELATING TO THIS AGREEMENT, OR TO ANY AUTHORIZED OR UNAUTHORIZED TRANSFER FROM THE ACCOUNTS IDENTIFIED IN THIS AGREEMENT, SHALL BE DETERMINED IN ACCORDANCE WITH THE FOLLOWING DISPUTE RESOLUTION TERMS. THE CUSTOMER (A) HEREBY WAIVES ANY RIGHT TO A JURY TRIAL AND AGREES THAT ANY SUCH CLAIM SHALL BE DECIDED IN A TRIAL TO A STATE OR FEDERAL JUDGE SITTING WITHOUT A JURY IN THE STATE AND COUNTY WHERE THE BANK IS HEADQUARTERED, AND (B) HEREBY WAIVES ANY RIGHT TO LITIGATION SUCH CLAIM OR CONTROVERSY IN ANY CLASS ACTION PROCEEDING AS A CLASS MEMBER OR CLASS REPRESENTATIVE, OR IN ANY PRIVATE ATTORNEY GENERAL PROCEEDING, WHETHER CONDUCTED IN A COURT, A JUDICIAL REFERENCE OR ANY ARBITRATION.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written below.

## DIME BANK:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Bank: Dime Bank

Street Address: 290 Salem Turnpike

City/State/Zip: Norwich, CT 06360

## CUSTOMER:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: Town of Colchester

Street Address: 127 Norwich Ave

City/State/Zip: Colchester, CT 06415



**Dime Bank Funds Transfer Agreement for Wire Transfers**  
**Attachment A-Authorized Administrator and Accounts**

**Domestic Wire Transfer Cut-Off Time: 3:00 pm ET on a business day that Bank is open.**  
**International Wire Transfer Cut-Off Time: 2:00 pm ET on a business day that Bank is open.**

Customer Name: Town of Colchester

Type of Wires: Domestic International/Both (circle) If International, list currencies: N/A

Maximum Daily Transaction Limit: \$10,000

Account(s): 1023089500

**Authorized Administrator** (If applicable, must be DimeOnLine™ User-If representative is new DimeOnLine™ User, Bank will need to assign token for access)

Name: John Ringo Transaction Limit: \$10,000 Initiator/Approver/Both (circle one, if applicable) software token Apple Device? Yes/No (circle)

**Authorized Wire Representatives** (If applicable, must be DimeOnLine™ User)

Name: Mary Williamson Transaction Limit: \$10,000 New User? Yes/No (circle) Initiator/Approver/Both (circle one, if applicable) software token

All Account Access? Yes/No (circle) If no, list accounts: \_\_\_\_\_ Apple Device? Yes/No (circle)

Name: Rachel Linkkila Transaction Limit: \$10,000 New User? Yes/No (circle) Initiator/Approver/Both (circle one, if applicable) software token

All Account Access? Yes/No (circle) If no, list accounts: \_\_\_\_\_ Apple Device? Yes/No (circle)

Name: \_\_\_\_\_ Transaction Limit: \_\_\_\_\_ New User? Yes/No (circle) Initiator/Approver/Both (circle one, if applicable)

All Account Access? Yes/No (circle) If no, list accounts: \_\_\_\_\_ Apple Device? Yes/No (circle)

Name: \_\_\_\_\_ Transaction Limit: \_\_\_\_\_ New User? Yes/No (circle) Initiator/Approver/Both (circle one, if applicable)

All Account Access? Yes/No (circle) If no, list accounts: \_\_\_\_\_ Apple Device? Yes/No (circle)

**Account Authorized Signer**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_ Title: \_\_\_\_\_

**Bank Officer Authorized Signer**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**Review:**

Employee Name: \_\_\_\_\_ Date Processed: \_\_\_\_\_ Employee Initials: \_\_\_\_\_

iBanking Set-Up Verified By: \_\_\_\_\_ Date Verified: \_\_\_\_\_

Insight Maintenance Verified By: \_\_\_\_\_ Date Verified: \_\_\_\_\_

# BUSINESS DEPOSIT ACCOUNT AGREEMENT

**DEFINITIONS.** Throughout this Agreement, these terms have the following meaning:

- "You," "your," "account owner," and "party" refer to the depositor named on the account.
- "We," "our," and "us" refer to the financial institution.
- The acronym "NOW" means Negotiable Order of Withdrawal.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

**GENERAL AGREEMENT.** You understand that the following Account Agreement ("Agreement") governs your account with us, along with any other documents applicable to your account, such as our Funds Availability Policy or Privacy Policy ("Disclosures"), which are incorporated herein by reference.

**GENERAL RULES.** The following rules apply to your account:

**1. Deposits.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions initiated by mail until we actually receive and record them. We may refuse to accept particular items as a deposit to your account at our discretion. The terms of our Disclosures will control the determination of the banking day deposits are deemed received by us and when they will be available for withdrawal. If any item you deposit to your account is returned unpaid, we have the right to debit your account for the amount of such item and adjust any related interest earned. You will, in any event, be liable to us for the amount of any item you deposit to your account that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorney fees whether incurred at trial, on any appeal therefrom or otherwise. Deposits may be subject to a service charge.

**2. Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

This provision also applies to any remotely created check that you may deposit into your account. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such check.

**3. Unlawful Internet Gambling.** Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

**4. Set-offs and Security Interest.** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. The security interest granted by this Agreement is consensual and is in addition to our right to set-off.

**5. Claims.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Fee Schedule.

**6. Expenses.** You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute, attachment, garnishment, levy or subpoena of records involving your account, including reasonable attorneys' fees whether incurred at trial, on any appeal therefrom or otherwise, to the extent permitted by law. You authorize us to deduct such loss, cost or expense from your account without prior notice to you.

**7. Dormant/Inactive Accounts.** You understand that if your account is dormant or inactive, you may be charged the fee specified in the Fee Schedule and we may stop paying interest to the extent permitted by law and your account balance may be escheated (that is, turned over to the state) in accordance with state law. If your account balance is escheated, you agree that we are relieved of all responsibility for the balance escheated.

**8. Escrow, Trust, Fiduciary and Custodial Accounts.** When your account is set up as an escrow, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve



the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

**9. Additional Documents to Open Account.** You agree to supply us with a separate authorization informing us of the authorized signer(s), if requested to do so and to provide any other related document requested by us.

**10. Signatures.** Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, drafts, orders, or other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks, drafts, orders, or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing these items. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees whether incurred at trial, on any appeal therefrom or otherwise) that you or we may suffer or incur as a result of this practice.

**11. Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

**12. Fees, Service Charges, and Balance Requirements.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Fee Schedule or Disclosures. We also reserve the right to impose a service charge for cashing checks and other items drawn on your account if the person cashing the check or item is not a customer of this financial institution.

**13. Amendments and Alterations.** Notice will be given to you if we change the terms of this Agreement at any time by mailing notice to your address shown on our records, by posting a notice of any such changes at our main office, or by whatever notice requirements that may be required by law.

**14. Notice.** You are responsible for notifying us of any address change or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us.

**15. Certified Beneficial Owner Information.** If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

**16. Telephone and Electronic Communication.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

**17. Closing Account.** We may close the account at any time, with or without cause, after sending you written or electronic notice, if applicable, 5 business days after closing the account stating our reason for its closure. A notice may not be sent if an exception under the law applies. For purposes of this required notice, a "deposit account" does not include a general or limited partnership account or a sole proprietorship business account. At our discretion, we have the authority to pay an otherwise properly payable item, which is presented after the closing of your account. Such termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

**18. Transfers and Assignments.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

**19. Effective Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state where this account is opened except to the extent that federal law is controlling and includes, but is not limited to, Article 4A of the Uniform Commercial Code. Changes in these laws and regulations may modify the terms and conditions of your account. We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement conflict with applicable law and are declared to be invalid or unenforceable, those terms will be ineffective to the extent of the conflict and the applicable law will govern. The remaining provisions will remain unaffected.

**20. ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House



Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**Provisional Payment.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

**International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**21. Real-Time Payments.** We may offer real-time payment services for you to send or receive certain payments or payment-related messages through a real-time payments system. Real-time payments are credit transfers that enable you to send and receive funds with near immediacy twenty-four (24) hours a day, seven (7) days a week, and fifty-two (52) weeks a year. These transfers are subject to transaction value limits (e.g., \$100,000) and settlement is final and irrevocable. Real-time payments are intended for domestic payments only. Payments sent or received by a person outside of the United States are prohibited. Transfers using a real-time payments system are subject to the applicable operating or governing rules of the real-time payments system used, as well as the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), and the rules of OFAC.

**22. Checks.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsement must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**23. Electronic Checks and Electronically-Created Items.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information. Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

**24. Substitute Checks.** To make check processing faster, federal law permits financial institutions 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 check(s). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

**25. Remote Deposit Capture.** Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only."

**26. Preauthorized Checks or Drafts.** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**27. Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable to you for paying any stale or postdated check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

**28. Verifying Funds Availability for Check.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check or other item from you.

**29. Check Safekeeping.** If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When you request a copy of a check it may be subject to a fee as defined in the Fee Schedule.

**30. Non-Sufficient Funds and Overdrafts.** If your account lacks sufficient funds to pay a debit transaction or item presented for payment as determined by your available account balance or actual (ledger) balance, we may (1) return the debit or item or (2) pay the debit or item at our discretion.

☒ **Available Balance.** We use an available balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

**How We Decide to Pay a Debit or Item.** The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, if applicable; deposit holds; and holds on debit card transactions that have been authorized but not yet posted



(i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Item for Non-Sufficient Funds.** If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission or re-presentation of a debit or item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts.** If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

- ☐ **Actual (Ledger) Balance.** We use an actual (ledger) balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

**How We Decide to Pay a Debit or Item.** The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks, if applicable, that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Item for Non-Sufficient Funds.** If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission or re-presentation of a debit or item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts.** If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

- ☐ We use an available balance to determine if we pay a debit or item and we use an actual (ledger) balance to assess fees. If this is the case, the applicable rules described above will apply.

If applicable, overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Please refer to the Overdraft Services Consent Form for more information about overdrafts and our standard overdraft policies, if applicable, and refer to your Truth In Savings disclosure for more information about our overdraft privilege policy.

**31. Processing Order.** We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for the items in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

### **32. Stop Payments.**

**Stop Payments on Checks.** If you request us to stop payment on a check you have written, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the check or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect until the earlier of 1) six months or other time period not less than six months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the check on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. Our acceptance of a stop payment request does not constitute a representation by us that the check has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

**Stop Payments on ACH Debits.** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled debit entry. Requests to stop all





future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for 14 calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit remains in effect until the earlier of 1) your withdrawal of the Stop Payment Order, 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits, or 3) six months from the date of the Stop Payment Order, or other time period not less than six months as specified in the Stop Payment Order, unless you renew the Stop Payment Order. You may renew the Stop Payment Order for an additional six months to prevent the transfer from being paid by providing a request to us within the time period the Stop Payment Order is in effect. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

**33. Statements.** We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us with reasonable promptness, you will have no claim against us to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**34. Electronic Statements and Notices.** You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your account opening documents. In order to receive your account information in an electronic form, the receiving system may have to meet specific requirements. We will keep you informed of any change to the minimum hardware or software requirements.

**35. Our Waiver of Rights.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

**36. Your Waiver of Notice.** By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**37. Death or Incompetency.** Neither the death nor the legal adjudication of incompetence of any individual authorized to act on your behalf, or in the case of sole proprietorships, neither your death nor the legal adjudication of incompetence, revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it.

## **ACCOUNT SPECIFIC PROVISIONS.** In addition to the General Rules, the following rules apply to specific types of accounts: **CHECKING AND NOW ACCOUNTS**

**Checking Accounts.** If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the account opening documents.

**Withdrawals.** Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

**Withdrawal Notice Requirements.** If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

## **MONEY MARKET AND SAVINGS ACCOUNTS**

**Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

**Transaction Limitations.** Our policy allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account, or we may allow you to make an unlimited number of transfers or withdrawals from these accounts.

**Restrictions on Money Market and Savings Accounts.** If we restrict the number of transfers or withdrawals you can make on these accounts, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the account opening documents, and we may close your account, take away your ability to transfer funds, charge you a fee, or convert the account to a checking or other transaction account if the restriction is violated.

**No Restrictions on Money Market and Savings Accounts.** If we do not restrict the number of transfers or withdrawals you can make on these accounts, your account may still be subject to other transaction limitations. Please refer to the account opening documents to understand which transaction limitations, if any, apply to your account.

## **CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS**

**Account Terms.** The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and as indicated at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the APY.





**Withdrawal Prior To Maturity.** You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion.

**Additional Deposits During The Term.** No additional deposits will be allowed to this account during its term unless indicated at the time of account opening.

**Early Withdrawal Penalty.** We may assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date as indicated at account opening.

**Renewal.** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal.

**Single Maturity.** Single Maturity Certificates will not automatically renew at maturity. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.



<b>SUBACCOUNT DISCLOSURE</b> ADDENDUM TO DEPOSIT ACCOUNT AGREEMENT	<b>Financial Institution – Name and Address</b> Dime Bank 290 Salem Turnpike Norwich, CT 06360
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**CHECKING ACCOUNT WITH SUBACCOUNTS.** This provision only applies to your account if it is a transaction account, such as a checking account or a NOW account. Your account consists of two subaccounts: A checking subaccount and a savings subaccount. The checking subaccount is your transaction account. We may use either a savings account or money market account as your savings subaccount.

If the amount of money in your checking subaccount exceeds a certain threshold amount, we will transfer the amount above the threshold amount into your savings subaccount. We will make this transfer at the beginning of each monthly statement period. We determine the threshold amount in our sole discretion. If on any day the daily beginning balance in your checking subaccount is less than the total of the new debits (such as checks and other withdrawals), then money will be automatically transferred from your savings subaccount back to your checking subaccount. The amount transferred back to the checking subaccount will be the total of the debits minus the daily beginning balance, but will not exceed the amount of money in the savings subaccount. If six transfers from the savings subaccount to the checking subaccount occur during any statement period, then the entire balance of the savings subaccount will be transferred to your checking subaccount for the remainder of that statement period.

**The transfers between the subaccounts will occur only on our books and will not affect the balance, interest, fees, or features of your account. Other than as described above, the Deposit Account Agreement controls your account as if there were no subaccounts.**





290 Salem Tpke. | Norwich, CT 06360 | 860.859.4300

Revised 08/24/2020

**Dime Bank Funds Availability Notice**

**PURPOSE OF THIS DISCLOSURE.** Our general policy is to allow you to withdraw funds deposited in an account by the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit. Our complete policy is summarized below.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to Dime Bank. The term "account" includes any demand deposit, negotiable order of withdrawal account, savings deposit, money market account or other non-time deposit account.

**DETERMINING THE AVAILABILITY OF YOUR DEPOSIT.** The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

**AVAILABILITY SCHEDULE**

**Same Day Availability.** Funds from deposits of:

- electronic direct deposits
- cash\*
- wire transfers
- checks drawn on us

will be available on the day of deposit.

**Next Day Availability.** Funds from deposits of:

- U.S. Treasury checks\*\*
- U.S. Postal Service money orders\*\*
- Federal Reserve Bank or Federal Home Loan Bank checks\*\*
- State or Local Government checks\*\*
- Cashier's, Certified, or Teller's checks\*\*

will be available by the first Business Day after the day of deposit.

**Other Check Deposits.** Funds from all other check deposits will be available by the first Business Day after the day of your deposit.

\* **Cash Deposits.** If the cash deposits are made in person to an employee of Dime Bank, then the funds will be made available on the day we receive your deposit. If the deposits are not made in person to an employee, then the funds will be made available no later than the second Business Day after the day of your deposit.

\*\* **Check Deposits.** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; and Cashier's, Certified, or Teller's checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:

**U.S. Treasury Checks.** These checks must be made payable to you and deposited into your account.

**U.S. Postal Service Money Orders; Federal Reserve Bank or Federal Home Loan Bank Checks; State or Local Government Checks; or Cashier's, Certified, or Teller's Checks.** These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

If any of these conditions are not satisfied, then the funds from these check deposits will be made available no later than the second Business Day after the day of your deposit.

**LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, may be available by the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications 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. They will generally be available no later than the seventh Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**HOLDS ON OTHER FUNDS FOR CHECK CASHING.** If we cash a check for you that is drawn on another financial institution, 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.

**HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT.** If we accept for deposit a check that is drawn on another financial institution, 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.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer, the following special rules may apply during the first 30 days your account is open.

**Same Day Availability.** Funds from cash\*, wire transfers, and electronic direct deposits made to your account will be available on the day we receive the deposit. In addition, the first \$5,525 of a day's total deposits of:

- checks drawn on us

will also be available the day of deposit.

**Next Day Availability.** Funds from the first \$5,525 of a day's total deposits of:

- U.S. Treasury checks\*\*
- U.S. Postal Service money orders\*\*
- Federal Reserve Bank or Federal Home Loan Bank checks\*\*
- State or Local Government checks\*\*
- Cashier's, Certified, or Teller's checks\*\*
- Traveler's Checks\*\*

are available on the first Business Day after the day of your deposit.

**Funds Exceeding \$5,525.** The excess over \$5,525 of a day's total check deposits will be available by the ninth Business Day after the day of your deposit.

**Other Check Deposits.** Funds from all other check deposits will be available by the ninth Business Day after the day of deposit.

\* **Cash Deposits.** If the cash deposits are made in person to an employee of Dime Bank, then the funds will be made available on the day we receive your deposit. If the deposits are not made in person to an employee, then the funds will be made available no later than the second Business Day after the day of your deposit.

\*\* **Check Deposits.** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; Cashier's, Certified, or Teller's checks; and Traveler's checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:

**U.S. Treasury Checks.** These checks must be made payable to you and deposited into your account.

**U.S. Postal Service Money Orders; Federal Reserve Bank or Federal Home Loan Bank Checks; State or Local Government Checks; Cashier's, Certified, or Teller's Checks; or Traveler's checks.** These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

If any of these conditions are not satisfied, then the first \$5,525 of a day's total check deposits will be made available no later than the second Business Day after the day of your deposit.

**DEPOSITS AT AUTOMATED TELLER MACHINES.** If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 7:00 PM on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 7:00 PM or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

**ADDITIONAL ATM INFORMATION.** We only allow deposits to be made at ATMs that we own or operate. Because a deposit into an ATM is not made in person to one of our employees, funds from these deposits will be available no later than the second Business Day after the day of your deposit.

**ADDITIONAL DEPOSIT INFORMATION.** Please note: Funds Availability or Check Clearing is not a determination that a check is valid. Checks may be returned after the funds become available as a fraudulent item. These items require full repayment to the bank by the customer.

**FACTS****What does Dime do  
with your personal information?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- account transactions and payment history
- credit scores and income

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Dime chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Dime share?	Can you limit this sharing?
<b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes —</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes —</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes —</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

**To limit  
our sharing**

- Call 1-860-859-4300 –our menu will prompt you through your choice(s)
- Mail the form below

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?**

Call 1-860-859-4300

**Mark if you want to limit:**

- ☐ Do not allow your affiliates to use my personal information to market to me.
- ☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.

If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below

- ☐ Apply my choices only to me

Name

Address

Apartment #

City, State, Zip

Phone Number

**Mail to:**

Dime Bank  
290 Salem Tpke.  
Norwich, CT  
06360

Who we are		Page 2
Who is providing this notice?	Dime Bank and Dime Loan Servicing Corporation, which is a subsidiary of Dime Bank.	
What we do		
How does Dime protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
How does Dime collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>■ open an account or give us your contact information</li><li>■ apply for a loan or show your driver's license</li><li>■ make deposits or withdrawals from your account</li></ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>	
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"><li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li><li>■ affiliates from using your information to market to you</li><li>■ sharing for nonaffiliates to market to you</li></ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>	
What happens when I limit sharing for a jointly held account?	Your choices will apply to everyone on your account—unless you tell us otherwise.	
Definitions		
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>■ <i>Our affiliates include companies with a Dime name: financial companies such as Dime Bank and Dime Loan Servicing Corporation.</i></li></ul>	
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>■ <i>Dime does not share with nonaffiliates so they can market to you.</i></li></ul>	
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"><li>■ <i>Our joint marketing partners include financial service companies, such as securities brokerage, investment advisory, insurance services and credit card companies.</i></li></ul>	

## SUBSTITUTE CHECK POLICY DISCLOSURE



### IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

#### 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 electronic debits to your account. However, you have rights under other law 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, bounced check 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 also are 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 \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 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:

Phone at: 1-860-859-4300 or  
Mail at: 290 Salem Tpke  
Norwich, CT 06360  
1-860-859-4300

You must contact us within 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 such as the check number, the name of the person to whom you wrote the check, the amount of the check.

An expedited recredit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within 10 business days of the oral claim.

## Schedule of Charges

### ALL ACCOUNTS

• Cashier's Check .....	\$5.00
• Cashier's Check Senior Citizen (age 62 & Over) .....	\$2.00
• Money Order .....	\$3.00
• Money Order Senior Citizen (age 62 & Over) .....	\$1.00
• Money Order / Cashier's Check Stop Payment .....	\$30.00
• Foreign Check Collection* .....	\$25.00
• Foreign Currency Order Fee* .....	\$15.00

\*Plus correspondent bank fee.

• Domestic Incoming Wire Fee .....	\$10.00
• Domestic Outgoing Wire Fee .....	\$20.00
• International Incoming Wire Fee .....	\$10.00
• International Outgoing Wire Fee .....	\$40.00
• ATM Service Charges include withdrawals, inquiries & transfers. All ATM service charges and rebates described below will process on the last day of your statement.	
○ ATM Transaction at Dime Bank ATM .....	FREE
○ ATM Transactions at other Bank's ATM**	
▪ Inquiries & Transfers & Withdrawals (FREE with DimePrime Account***) .....	\$1.50

\*\*Other Bank Charges May Apply.

\*\*\*Other Bank Charges May Apply – Up to \$10.00 Rebate per Calendar Month.

• Card Replacement Fee .....	\$10.00
• Paper Statement Fee: <i>MyDime, MyDime Student, DimeWired, and DimeSelect</i> .....	\$3.00
• eStatements .....	Free
• Overdraft Item Fee Returned**** .....	\$32.00
• Overdraft Item Fee Paid**** .....	\$32.00

\*\*\*\*Fees apply to overdrafts caused by checks, in-person withdrawals, ATM withdrawals, or other electronic means.

• Facsimile (Fax) Fee – Outgoing / Incoming (per page) .....	\$2.00
• Photo Copy Fee .....	\$3.00
• Copy of Bank Records Fee (per page) .....	\$3.00
• Statements Copy Fee .....	\$5.00
• Research Fee (per hour / 1 hour minimum) .....	\$25.00



## Schedule of Charges

• Statement Balancing Fee (per hour / 1 hour minimum)	\$25.00
• Bad Address Charge (per month)	\$5.00
• Night Deposit Key Fee	\$5.00
• Night Deposit Bag Fee (Vinyl Zipper Bag)	\$5.00
• Night Deposit Bag Fee (Lock Bag)	\$30.00
• Account Closed Lack of TIN Fee	\$5.00
• Failure to Furnish Correct TIN (Plus IRS Charge)	\$25.00
• Service of Process Fee	\$50.00
• Performance Bond Fee (plus legal fees, if applicable)	\$25.00
• Returned Check Charge Return – Check Fee	\$15.00
• Returned Check Charge Redeposit – Check Fee	\$15.00

### CHECKING ACCOUNT CHARGES

• Check Orders	Vary
• Copy of Paid Check (3 Free per statement period)	\$3.00
• Stop Payment Fee	\$30.00
• Early Closeout Fee (within 6 months)	\$20.00
• Dormant Account Fee – Account inactive 1 or more years – <i>Waived for balances \$5,000.00 and over or age 18 &amp; under</i>	
◦ Monthly (Assessed Last Business Day of Month)	\$5.00

### SAVINGS ACCOUNT CHARGES

• Lost Passbook Fee	\$10.00
• CD Change of Registration Fee (each)	\$10.00
• Club Account – Early Withdrawal	\$5.00
• IRA – Closing Fee	\$35.00
• IRA – Direct Trf to Custodian	\$35.00
• OD Protection Tran Fee (each)	\$5.00
◦ With DimePrime Account	FREE
• Early Closeout Fee (within 6 months)	\$20.00
• Dormant Account Fee – Account Inactive 2 or more years – <i>Waived for balances \$5,000.00 and over or age 18 &amp; under</i>	
◦ Statement Account – Monthly (Assessed Last Business Day of Month)	\$5.00
• Annual Dormant Fee – Account inactive 2 or more years – <i>Waived for balances \$5,000.00 and over or age 18 &amp; under</i>	
◦ Passbook Account – Annually (Assessed Last Business Day of Year)	\$15.00

### MISCELLANEOUS LOAN SERVICING FEES

• Duplicate Release Fee	\$25.00
• Returned Payment Fee	\$25.00

# Dime Bank Positive Pay Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between  
Town of Colchester \_\_\_\_\_ ("Customer", "you", and "your") and Dime Bank ("Bank", "we", "us", and "our").

## RECITALS

- 1) Company wishes to begin using the Dime Bank Positive Pay service. You agree to abide by the rules set forth below now in effect or as they may be changed from time to time.

## AGREEMENT

- 1) **Introduction.** Positive Pay ("service") verifies your Positive Pay file ("issued file") against checks being presented to us for payment. Any check presented to us for payment that does not match the Positive Pay file will be an exception. The following sets forth the description of an exception:
- a) Items presented for payment through our in-clearings (deposited items) not matching your issued file will be exceptions. You will have an automated option within DimeOnline™ to work your exceptions as they arise. It is your responsibility to work your Positive Pay exceptions each business day between the hours of 6:00 a.m. (EST) and 11:00 a.m. (EST). For purposes of this agreement, a business day is defined as every day except Saturdays, Sundays, and bank holidays. Item exceptions not worked prior to the 11:00 a.m. (EST) cut-off time will be returned.
  - b) Items presented to us for immediate payment (cashing a check at the bank) not matching your issued file will be an exception. A bank representative may contact you by phone for instruction on a Positive Pay exception. The names and signatures of Authorized Representatives are set forth on page 4.
  - c) **Default for Payment of Checks:** In the event that Customer fails to notify Bank of Customer's pay/return decision on an exception item by the notification deadline, Customer will be conclusively presumed to have explicitly authorized Bank to return or refuse to pay the exception item.
- 2) **Uploading Files.** The Positive Pay file shall accurately state the check number, the exact amount, and the issued date of each check drawn on each Authorized Account since the last Positive Pay file was submitted. The Positive Pay file must be uploaded to our system one business day (24 hours) before disbursing checks. Positive Pay files can be uploaded to our system on a monthly, weekly, daily, and/or hourly basis.
- 3) **Software.** It is not required that you have any type of accounting software to utilize this service. You have the ability to manually enter issued checks on DimeOnline™. You also may upload a Positive Pay file to our system using any Fixed-width text files, Microsoft Excel files, or CSV file format. If you are going to use software to upload a Positive Pay file to our system, we ask that you send us a test file created by your software so that we can input your software's format into our system to allow you to upload your Positive Pay file.
- 4) **Outstanding Checks.** You must provide a list of all outstanding checks at the time you begin using this service.
- 5) **ACH Conversions.** Positive Pay will not stop the payment of checks that have been converted to ACH entries. ACH Rules allow the conversion of business checks as long as they meet the standards published in the ACH Rules. You are responsible for assuring that your checks meet these standards to utilize the Positive Pay service. Information on these standards may be found at <https://www.nacha.org>. Tell us at once if you believe a check has been improperly converted to an ACH entry.
- 6) **Ordering Checks.** We encourage you to use the Bank's recommended vendor for your check printing needs to assure that your business checks meet the standards in the ACH Rules referenced in section 5. If you order or print business checks from any check-printing vendor other than Bank's recommended vendor, you agree to insure the MICR encoding ink is of high quality. Not using business checks with high quality MICR ink could result in a large number of Positive Pay exceptions and higher costs to you.
- 7) **Stop Payments and Return Decisions.** Voiding a check does not constitute a stop payment request. Customer agrees to follow Bank's standard stop payment procedures if it desires to return a matching or other check that was validly issued. Nothing in this Agreement will limit (i) Customer's right to stop payment on any matching or other check; (ii) Bank's right to return any matching or other check that Customer has authorized Bank to pay if Bank determines, in its sole discretion, that the check is not properly payable for any reason; or (iii) the right of Bank to return any check or other debit transaction when there are insufficient collected and available funds in the Account. Nothing in this Agreement will be construed as obligating Bank to perform any verification procedures on any check or other debit that Customer has authorized the Bank to pay, although Bank may choose to perform certain check verification procedures if it so chooses in its sole discretion.

# Dime Bank Positive Pay Agreement

## 8) Notices and Instructions.

- a) Except as otherwise expressly provided herein, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.
- b) We shall be entitled to rely on any written notice or other written communication believed by us 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 on page 4.
- c) You may add or delete any Authorized Representative by completing a new agreement. Such notice shall be effective on the second business day following the day of our receipt.
- d) Any written notice or communication shall be delivered, or sent to:

Attention: Cash Management Department  
Dime Bank  
290 Salem Tpke.  
Norwich, CT 06360  
cms@dime-bank.com

- 9) **Fees.** There is a flat fee of \$40.00 per month, per account, for this service. Customer agrees to pay the fees as set forth in the Agreement. Bank may change the fees for services upon prior notice to Customer.

- 10) **Product Eligibility.** Positive Pay is available only on Commercial Checking accounts.

- 11) **Disclaimer of Warranty.** YOU ACKNOWLEDGE THAT THE ISSUED CHECK FILE MUST BE PROVIDED IN A READABLE FORMAT TO INTERFACE WITH OUR COMPUTERS, AND ASSUME THE RISK THAT OUR COMPUTER MIGHT NOT BE OPERATIONAL AT ALL TIMES. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, OUR COMPUTERS OR ITS USE AND HEREBY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 12) Liability; Limitations on Liability; Indemnity.

- a) We shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for our gross negligence in performing those services. We shall not be responsible for your acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any file received from you) or those of any other person. We are authorized by you to process transactions in accordance with the information that we receive in the issued file transmission from you. You shall be solely responsible for the information contained in the file, and we shall have no responsibility for erroneous data provided by you. You will indemnify and hold us harmless from and against any loss, charge, liability, cost, fee or expense (including attorneys' fees and expenses) we suffer or incur resulting from any lawsuit, claim, arbitration or other action, actual or threatened, arising under or in connection with this Agreement, excluding those lawsuits, claims, arbitrations or other actions arising out of our gross negligence.
- b) In no event shall we be liable for any consequential, special, punitive or indirect loss or damage that you may incur or suffer in connection with this Agreement, including losses or damages from subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement.
- c) We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, act of terror, emergency conditions or other circumstances beyond our control.
- d) You agree that you are solely responsible for any loss due to use of your account by any authorized user.

- 13) **Amendments.** From time to time, we may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective upon receipt of notice by you or such later date as may be stated in our notice to you.

## Dime Bank Positive Pay Agreement

- 14) **Termination.** Customer or Bank may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of receipt of written notice of such termination or such later date as is specified in that notice. We reserve the right to terminate this Agreement immediately upon providing written notice of such termination to you. Any termination of this Agreement shall not affect any of our rights and your obligations arising prior to such termination, or your payment obligations with respect to services performed by us prior to termination, or any other obligations that survive termination of this Agreement.
- 15) **Survival.** Section 1c will survive termination of the Service.
- 16) **Entire Agreement.** This Agreement, together with the Account Agreement, is the complete and exclusive statement of the agreement between you and us with respect to the subject matter hereof and supersedes any prior agreement(s) between you and us with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. 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 we are 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 we shall incur no liability to you as a result of such violation or amendment. No course of dealing between you and us will constitute a modification of this Agreement or constitute an agreement between you and us, regardless of whatever practices and procedures you and we may use.
- 17) **Assignment.** You may not assign this Agreement or any of the rights or duties hereunder to any person without our prior written consent. We may assign this Agreement to an affiliate or any successor or assign.
- 18) **Waiver.** We may waive enforcement of any provision of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this Agreement.
- 19) **Binding Agreement; Benefit.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against you or us hereunder.
- 20) **Severability.** In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 21) **Jury Waiver.** You agree that you shall not (A) seek a jury trial in any lawsuit, proceeding, counter-claim, or any other action based upon, or arising out of, this agreement or the relationship between or among you and us, or (B) seek to consolidate any such action with any other action in which a jury trial cannot be or has not been waived. The provisions of this paragraph shall be subject to no exceptions. We have not agreed with you or represented to you that the provisions of this paragraph will not be fully enforced in all instances. You acknowledge that this waiver may deprive you of an important right and that this waiver has been knowingly and voluntarily made.

The following account(s) will be set up with Positive Pay:


# Dime Bank Positive Pay Agreement

## Authorized Representatives:

Signature	Mary Williamson	Account(s)	Phone Number
Signature	Nancy Selavka	Account(s)	Phone Number
Signature	Rachel Linkilla	Account(s)	Phone Number
Signature	Suzie Clark	Account(s)	Phone Number
Signature	Alexis Cook	Account(s)	Phone Number
Signature		Account(s)	Phone Number
Signature		Account(s)	Phone Number

At least one signer must have full signing authority on the account(s) listed above and that signer, by signing above, gives authority for other users who are not authorized signers on the account.

This authority is to remain in full force and effect until Dime Bank has received written notification from you of your termination in such time and manner as to afford Dime Bank a reasonable opportunity to act on it. You understand that you are in full control of your account and that if at any time you decide to discontinue service, you will provide written notification to Dime Bank. Your use of the service signifies that you have read and accepted all of the terms and conditions of this Positive Pay Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized signers, effective as of the date first above written.

Customer: \_\_\_\_\_

Authorized Signer: \_\_\_\_\_

Title: \_\_\_\_\_

Bank: Dime Bank

Bank Representative: \_\_\_\_\_

Title: \_\_\_\_\_