

customer agreements

effective July 1, 2010

For Personal Accounts

Deposit Account Agreement

Electronic Funds Transfer Agreement

Funds Availability

E-Banking Services Agreement
and Disclosure

Fee Schedule



SALISBURY BANK
enriching.

www.salisburybank.com

Customer Agreements for Personal Accounts

Thank you for choosing Salisbury Bank for your personal deposit account. We appreciate your business and look forward to meeting your other banking needs as they arise.

The following pages give you the rules, regulations and procedures for your deposit accounts and electronic banking services with Salisbury Bank. We are providing you with this document so you can be informed of important information pertaining to your accounts with us.

It is very important that you read this booklet and familiarize yourself with the sections that pertain to you. After reviewing this booklet, please do not hesitate to call or visit any of our branch offices if you have any questions. You may call us at (860) 435-9801 or toll-free at (800) 222-9801.

Personal Deposit Account Agreement.....	1
Electronic Funds Transfer Agreement	29
Funds Availability	44
Personal E-Banking Services Agreement and Disclosure.....	46
Fee Schedule	60

Personal Deposit Account Agreement

Terms and Conditions Governing your Personal Deposit Accounts

I. WELCOME

1. Welcome. This Personal Deposit Account Agreement together with the Fee Schedule and applicable Disclosures (as defined below) and Account Agreement form, each as may be amended from time to time, (individually and collectively, the "Agreement") provides the terms and conditions of your personal deposit accounts with us. Please read it carefully and retain it with your account records. If you have any questions regarding your accounts, please call us at (860) 435-9801 or toll-free at (800) 222-9801, Monday through Friday 9:00 AM to 5:00 PM or Saturday 9:00 AM to Noon Eastern Time. You may also visit us online anytime at www.salisburybank.com.

2. Definitions. When we use the words "you" "your" and "yours" in this Agreement they refer to the person(s) who maintains one or more personal deposit accounts with us, including, but not limited to, all owners and signers on the account. The words "we," "us," "our" and "Bank" refer to Salisbury Bank and Trust Company. Unless specified otherwise, the word "account(s)" refers to any deposit account that you have with us, or that we may offer now or in the future, used for personal, family, or household purposes. When we refer to a general group or category of accounts in this Agreement (such as "money market accounts" or "savings accounts,"), we mean any and all such accounts in that category that we may offer or that you may have. When we use the word "check" in this Agreement, we mean checks or other items, such as drafts or electronic images, presented to us for payment by another financial institution or that you deposit into your account. Our use of the term "Losses" in this Agreement means any and all kinds of claims, fines, penalties, fees, costs, expenses, and liabilities, including, without limitation, attorneys' fees and litigation costs.

3. Scope of This Agreement. This Agreement governs all personal accounts you have established with us. It replaces and supersedes any prior deposit agreement you may have had with us. If you sign our Account Agreement form or if you open, maintain, or use an account with us, you agree to the terms and conditions of this Agreement, including, but not limited to, (a) the fees and charges listed in the applicable Fee Schedule; and (b) any other account materials, documents and disclosures, including, but not limited to, our Electronic Funds Transfer Agreement, Funds Availability Policy, Privacy Policy and Truth in Savings Disclosure (all such materials, documents and disclosures are collectively referred to as "Disclosures") required by us in connection with your account.

The Fee Schedule and Disclosures, each as may be amended from time to time, are incorporated herein as part of this Agreement.

This Agreement comprises your agreement with us and is our legally binding contract with you. This Agreement is also subject to federal law and, to the extent not preempted, the laws of the State of Connecticut (collectively "Applicable Law"). Unless other documents we provide to you state otherwise, you agree and acknowledge that we are not in any way acting as a fiduciary for you or for your benefit.

4. Organization of This Agreement. This Agreement sets forth the terms and conditions that are applicable to all of your accounts. More specific rules regarding the accounts that you open, including rate and balance requirements, are provided to you in our Truth in Savings Disclosure. Special rules and disclosures governing electronic fund transfers are provided to you separately in our Electronic Funds Transfer Agreement. Your ability to withdraw funds from your accounts is provided to you in our Funds Availability Policy. Pricing for your account and transactions may be found in our Fee Schedule and Truth in Savings Disclosure. These Disclosures are part of this Agreement, each as may be amended from time to time.

5. The Accounts We Offer. We offer a variety of accounts designed to meet your needs. We may, from time to time, create new types of accounts to better serve you. Occasionally we may discontinue certain accounts or types of accounts, and we reserve the right to do so without notice at any time. Accounts that have been discontinued may not appear in our most current Agreement. If you have questions or need more information or details about the types of accounts that we offer, please call us at (860) 435-9801 or Toll Free at (800) 222-9801, Monday through Friday 9:00 AM to 5:00 PM or Saturday 9:00 AM to Noon Eastern Time. You may also visit our website www.salisburybank.com at your convenience.

6. Chapter 167D Accounts. If you (a) opened an account at one of our Massachusetts branch locations or (b) are a resident of the Commonwealth of Massachusetts and (c) you, and in the case of a joint account all of your other account owners (except your spouse), are 18 years of age or younger, or if you are age 65 or older you have the right to notify us of your eligibility under the Massachusetts "18/65 law." If you notify us of this fact, we will not assess charges against one checking account and one savings account (other than a money market account) of your choosing. We may, however, assess these accounts a reasonable charge (as disclosed in your Fee Schedule, as amended from time to time) for any check or item presented when your account has insufficient available funds. We may also deduct certain charges from your account for services (for example, a charge for purchasing money orders). If you do not notify us of your eligibility under this law we will have no obligation to administer your account(s) in this manner.

II. RULES FOR OPENING AND CLOSING AN ACCOUNT

1. Your Eligibility, Generally. Individuals and unincorporated non-business associations may open and maintain personal accounts with us. Corporations, unincorporated business associations, partnerships, nonprofit organizations, governmental entities and sole proprietorships may not open accounts with us under this Agreement.

Unless Applicable Law requires otherwise, you must be at least 18 years old to open a checking account for which you are the sole owner. If you are less than 18 years of age then we will require that a person 18 or older (such as your parent) be a joint owner on the account. If you are a joint owner on a checking account with an individual under the age of 18 then you agree to indemnify us from any and all kinds of Losses directly or indirectly arising from the use or maintenance of the account by the individual under the age of 18.

If you are under the age of 18 you may open a savings account with us for which you are the sole owner.

2. Verifying Your Identity. When you open an account with us, you give us information about yourself and confirm that it is correct. We enter the information into our records regarding your account. We may rely on that information until you notify us of a change and we have had a reasonable time to act on the new information.

To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that 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.

3. Checking Accounts that Earn Interest. Applicable Law imposes restrictions on eligibility for checking accounts that earn interest to individuals, certain nonprofit organizations, state and local governmental entities, and accounts held in a fiduciary capacity if all of the beneficiaries are otherwise individually eligible as described in this section. We reserve the right to close or convert an interest bearing checking account to a non-interest-bearing account if we believe that the account holder is not eligible to maintain an interest-bearing checking account as described in this section.

4. Credit Inquiries. You authorize us to make any inquiries that we consider appropriate to help us determine if we should open, maintain or close your account and/or pay any item affecting your account. This may include verification of employment and credit reports or other reports from account information services and credit reporting agencies (including, but not limited to agencies that compile information regarding your deposit account performance at other banks).

5. Account Opening Documentation Requirements. As part of our account opening process, we will require you to sign an Account Agreement form and provide us with any other documentation that we may require. If you desire to establish a joint account with us, each joint account owner must sign our Account Agreement form and provide us with any other documentation that we may require.

You must sign and return the Account Agreement form for your account within forty-five (45) days of completing the account application and funding process. If you fail to do so we reserve the right (in our sole discretion) to prevent further deposits to or withdrawals from your account until your signed Account Agreement form is returned. If the signed Account Agreement form is not returned for your account within ninety (90) days of completing the account application and funding process your account will be closed. However, if your account is a joint account, and your Account Agreement form is signed by only one account owner, instead of closing the account, we may, in our sole discretion, convert the account to an individual account in such instances.

Any documentation that you provide to us in connection with establishing your account must be in a form that is satisfactory to us. We may change these documentation requirements, at our discretion, from time to time and without prior notice to you.

6. Certifying Your Taxpayer Identification Number. When you open an account with us, we will request that you provide us with a certification of your correct taxpayer identification number ("TIN"). Applicable Law requires that these certifications be given under penalty of perjury. If you do not provide us with such a certification, Applicable Law requires us to withhold a certain percentage of taxable interest, dividend and certain other payments that we make to you. This is commonly referred to as "backup withholding." You must provide us with your TIN even if you do not have to file a tax return and you must also certify that you are not subject to backup withholding. We are not required to open (and may close) an account for you if you do not provide and certify your TIN, even if you are exempt from backup withholding and information reporting. We are required to report certain dividend, interest and other payments we make to you to the Internal Revenue Service ("IRS"). We include your TIN in those reports.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify withholding information. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

7. Account Opening. For your convenience, we may allow you to apply for accounts in a variety of different ways. However, we will consider your account to be open only after (a) we have received and approved all account opening documentation we may require, (b) your account has been appropriately funded, and (c) you have satisfied any other requirements we may have.

8. Closing Your Account. Your account may be closed at any time by you or us without advance notice, except that we may require you to give us seven (7) days advance written notice when you intend to close your checking with interest, money market or savings account. If we close your account, we will provide to you notice of such closure if required by Applicable Law and mail a check to you at the address we currently show for your statement in our records or otherwise remit any balance in your account to you. If your account reaches a zero balance, we may (but are not obligated to) consider your account closed. We may either return deposits, checks and other items that we receive after your account is closed or, in the case of deposits, reopen the account and accept the deposit, without our being liable to you. This Agreement continues to govern matters related to your account even after your account closes. Closure of your account by you or us will not release you from any fees or other obligations incurred before the closure, those you incur in the process of closing out your account, or for your liability for outstanding items.

III. ACCOUNT OWNERSHIP CATEGORIES

1. Account Agreement Designation. The ownership category of your account is designated on the Account Agreement form you sign when you open the account. We may rely on those designations for all purposes relating to your account.

2. Individual Accounts. By opening an individual account, you are considered by us to be the sole owner of the account. This is regardless of whether any person is designated as a "payable on death" payee or "in trust for" payee. You may designate another person to write checks and conduct transactions on the account by granting them a limited power of attorney in compliance with the Power of Attorney Appointments section of this Agreement, without granting them any ownership interest in your account. Otherwise, you will be the only person authorized to use the account.

3. Authorized Signers/Convenience Signers. You may designate a person(s) other than you to act as an authorized signer/convenience signer on any account. The authorized signer/convenience signer is not an owner on the account, but is authorized to perform any action on the account that you may perform except that the authorized signer/convenience signer may not (a) add new owners to the account, (b) add or remove another authorized signer/convenience signer to the account, or (c) close an account. You understand and agree that we have no duty to monitor the acts of the authorized signer to determine if they are being done on your behalf, for your benefit, or permissible under Applicable Law. You agree to indemnify and hold us harmless from and against any Losses that directly or indirectly arise due to any action or inaction an authorized signer/convenience signer has taken or not taken on your account.

You may remove an authorized signer/convenience signer from account by providing written notice to us at:

Salisbury Bank and Trust Company
Attention: Deposit Operations
P.O. Box 1868
Lakeville, CT 06039-1868

However, you understand that we may continue to honor transactions initiated by an authorized signer/convenience signer and will not be liable for doing so until we have had a reasonable opportunity to act on your notice to us.

4. Joint Accounts With Right of Survivorship (Not as Tenants in Common). If your account is in two or more names, it is a joint account. Unless indicated otherwise, joint accounts are with the right of survivorship. This means that upon the death of any joint owner, the account balance is owned by the surviving owner(s), subject to our right to reimbursement from the account and our right of setoff and security interest in the account, and the estate of the deceased joint owner has no interest in the account. You understand and agree that we may honor checks drawn by and withdrawal requests from the surviving account owner(s).

You understand that as a joint owner of the account, all of you are considered jointly and severally liable to us for the entire amount of any obligation (such as any fees on your account) or liability to us regarding the account, or for any Losses regarding the account. Each joint owner appoints the other(s) as his/her agent to deposit, withdraw and transfer funds, instruct us to stop payment on any check or item drawn on the account and to release or cancel stop payment requests (even if not initiated by him/her), obtain any and all information from us about the account, and conduct any and all other business on the joint account including, but not limited to, pledging or encumbering the account (where we may allow you to do so), or closing the account. Unless a joint account owner notifies us otherwise, you understand and agree that we may honor checks drawn by or withdrawal requests from any joint account owner. Acting as an agent, any joint owner can endorse checks, drafts or other payment orders made out to any other joint owner for deposit into the joint account. However, if a joint account owner provides us with such written notice we reserve the right to require the written authorization of any or all joint account owners for any future transactions on the account. Any joint owner or owners may appoint an attorney-in-fact for the account, but we reserve the right to require the consent of all joint owners before allowing such an appointment. All such appointments of an attorney-in-fact must be done in compliance with the requirements of the section of this Agreement dealing with Power of Attorney Appointments.

One joint owner is not authorized to remove another joint owner from the title of the account without the written consent of the other joint owner(s) but may, however, withdraw all of the funds from the account

or close the account at his/her discretion and without the permission, knowledge, or consent of any other joint owner. While you may request that the names on your account be connected with the word "and," you agree that we may treat the account like any other joint account, and that we may rely on the instructions and/or signature of any joint account owner, and the rules in this Agreement will apply to your account so titled.

If one of the joint owners of the account owes us money that is due, we can, to the extent permitted by this Agreement and not prohibited by Applicable Law, use the funds in the joint account to pay the debt, regardless of who deposited the funds into the joint account. Similarly, from time to time we may be required by Applicable Law to remit funds held in the joint account to satisfy a judgment, execution, levy or court order entered against, or other valid debts incurred by, any owner of the joint account. We may do so regardless of who deposited the funds into the joint account.

If we receive conflicting instructions from the owners of the joint account, we have the right to refuse further payment except on a final court order or a release that is in a form acceptable to us and that is signed by all joint owners of the account.

5. Totten Trust Accounts. Subject to Applicable Law and the Bank's acceptance, you may, without a written trust document, designate on the Account Agreement form an account to be payable on your death to a designated beneficiary(ies). You must provide us with the name, date of birth, address, and other identifying information of the beneficiary(ies) that we may request. Such accounts may be generally known as "Totten Trusts," "transfer-on-death," or "in trust for" accounts. You are solely responsible for meeting the terms of Applicable Law in establishing such accounts including, without limitation, any titling requirements. We make no representations as to whether the establishment or use of such an account designation is appropriate for you. You may want to consult your attorney, tax professional or estate planning advisor before making such a designation. You have the right at all times to change or remove such beneficiary(ies) from the account, close the account, or withdraw some or all of the funds from the account.

If you open this type of account, the account and the funds in it belong to you during your lifetime and, until your death, the beneficiary(ies) has no interest in the account and may not access the account nor the funds in the account. Upon your death, or if there is a joint owner, upon the death of the surviving co-owner, all the funds in the account shall be owned by the person then living who is named as beneficiary(ies) on the account. The money in this type of account will not be inherited by your heirs or controlled by your will. We have no obligation to notify any beneficiary(ies) of the existence of any account or the vesting of any interest in any account.

6. Written Trust Agreement Accounts. From time to time, in our sole discretion, we may allow a trustee of a formal written trust to

open a trust account. To open such an account we will require a certification of trust, the name and address of the beneficiary(ies) (all of whom must be natural persons), and any other information or documentation that we may request. You agree that, by opening such an account, you are holding us harmless from and against any actions either we or the trustee takes on the account that are done in reliance on the certification of trust or other documents that we requested when you opened the account. We are under no obligation and have no duty to monitor the acts of any trustee to determine whether such acts are being done for the benefit of the beneficiary, are permissible under the terms of the trust, or are in compliance with Applicable Law. You understand and agree that we will not be liable to you if the trustee(s) exceeds his/her powers or otherwise does not comply with Applicable Law.

7. Transfers to Minors. You may make a gift of money to a minor by opening an account in the name of the minor with you listed as custodian on our records for the account ("Custodian"), pursuant to the Uniform Transfers to Minors Act ("UTMA"). Only you, as Custodian, are authorized to act on the account. As Custodian, you will notify us in writing immediately upon the death of the minor or at the time the minor reaches the age of majority in the state where the account was opened. After notifying us of either of these events, your authority over these accounts continues only to the extent allowed by the applicable UTMA. Before we receive such notice and have a reasonable opportunity to act on it, we may honor any checks or drafts written on the account by the Custodian without incurring any liability to the minor or to any third party. You will be liable to us for any losses we incur because of your failure to give us prompt written notice (as described above) or otherwise abide by the applicable UTMA. We have no duty to monitor the acts of the Custodian or otherwise ensure that his/her acts are for the benefit of the minor and/or are otherwise permissible under the applicable UTMA. We have no liability if the Custodian exceeds his/her authority under and/or fails to comply with the applicable UTMA.

8. Power of Attorney Appointments. If you would like to appoint someone as your attorney-in-fact to access your account and/or the funds in it, we will request a copy of the power of attorney documentation. To the extent permissible by Applicable Law, we may reject a power of attorney form that you provide to us that is not the original or, if applicable, the statutory form or for any other reason. If a power of attorney is accepted by us, any action by us is in reliance on your attorney-in-fact and will be binding on you if we take action before we receive and have a reasonable opportunity to act upon: (a) a signed, written revocation of the power of attorney, (b) a signed, written notice that a conservator has been appointed for your estate, (c) a certified copy of your death certificate, or (d) a written notification from a medical facility that you have become disabled or incompetent (unless the power of attorney documentation specifically provides otherwise). You authorize and direct us to receive, accept, pay and/or apply, without any duty of inquiry, without limit as to amount, and

without regard to the application of the proceeds, any check, draft, or other instrument for the payment of money drawn by your attorney-in-fact on or payable from your account(s) including, but not limited to, those endorsed to the order of your attorney-in-fact or otherwise for the personal credit of your attorney-in-fact. We are not liable for the misapplication of funds from your account by the attorney-in-fact, or if the attorney-in-fact exceeds his/her authority or otherwise does not comply with Applicable Law.

9. Other Agency and Fiduciary Accounts. Any individual acting as a legal guardian, personal representative, trustee, custodian or in some other fiduciary capacity (collectively, "Fiduciary") must be so designated to the Bank on the Account Agreement form. It will otherwise be assumed that you own the account in an individual capacity. The Bank is authorized to follow the directions of your Fiduciary regarding your account until it receives written notice that the Fiduciary appointment has been terminated and it has had a reasonable time to act upon the notice. The Bank is not liable for the misapplication of funds from your account by your Fiduciary. This Agreement, in conjunction with the terms of any Fiduciary Agreement, Trust Agreement or Affidavit of Trust, court order or other document pursuant to which the account is opened (collectively "Fiduciary Agreement"), when in a form acceptable to the Bank, will govern the account, and the Bank has the right to request documentation as is necessary to open the account. All Fiduciary account owners and beneficiaries agree that the Bank will not be liable if the Fiduciary commits a breach of trust or breach of Fiduciary duty, or fails to comply with the terms of any written Fiduciary Agreement or comply with Applicable Law. The Bank is not responsible for enforcing the terms of any written Fiduciary Agreement or Applicable Law against the Fiduciary and can rely on the genuineness of any document delivered to it, and the truthfulness of any statement made to it by a Fiduciary.

IV. GENERAL TERMS AND CONDITIONS GOVERNING YOUR ACCOUNT

(A) Signatures on the Account

1. Reliance on Your Account Agreement Form. If for any reason you have not signed an Account Agreement form or we do not have your Account Agreement form, we will not be liable to you for honoring checks or any other signed instructions if we believe in good faith that the signature(s) appearing on such instructions are authorized. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, if any, specified on your account records, except as they determine to whom we pay account funds.

2. Facsimile Signatures. We may from time to time and in our sole discretion allow you to use a facsimile signature on a withdrawal slip or other account form. A "facsimile signature" is any method you use to imprint your signature on such documents other than your handwritten signature. For example, this could include the use of signature stamps or plates, computer-generated symbols and

signatures produced by digital or other electronic means. You are fully responsible for the use of such facsimile signatures, and you authorize us to accept and pay any check, draft or other instrument for the payment of money appearing to bear or bearing your facsimile signature (regardless of to whom such item is made payable) and to rely on such facsimile signature on any check, draft or other instrument for the payment of money, withdrawal slip or other account document as though you had signed your own name to such check or document. We may rely on such facsimile signature even if it was placed on the check, draft or other instrument for the payment of money, withdrawal slip or account document by someone other than you and/or without your authority. Alternatively, we reserve the right to reject any check, draft or other instrument for the payment of money, withdrawal slip, or other account document that bears or appears to bear a facsimile signature. You should maintain close control over your facsimile signature device and promptly review your account records for unauthorized use of the device.

(B) Deposits to the Account

1. General Deposit Rules. You can make deposits to your account in person at our branch, by mail or by any other method we make available. We are not responsible for deposits made by mail until we actually receive them. We encourage you to use the deposit slips that we make available to you in order to help us credit deposits to your account as soon as possible and to minimize errors. If you do not use deposit slips that we provide to you, you agree that we will not be liable to you for any errors resulting from your use of a counter deposit slip, whether completed by you or one of our employees. We have the right, but are not obligated, to endorse any non-cash items submitted for deposit into your account and deposit them into your account. We also have the right to not accept items that contain multiple, missing or improper endorsements, and to limit, refuse, hold, or return any deposit. You agree to reimburse us for any Losses we incur because: (a) you fail to endorse an item exactly as drawn, (b) you deposit an item with a missing endorsement, or (c) resulting from or arising out of any return of any deposited item for any reason whatsoever. You agree that our count of the coins and currency in your deposit shall be conclusive as to the amount. Credit for all of your deposits is provisional, and we will make any necessary adjustments to your account for any discrepancies and notify you. We reserve the right to make adjustments to your account, in our sole discretion, for computation or other errors.

You may only withdraw funds from your account that are available for withdrawal under the terms and conditions of this Agreement and our Funds Availability Policy. You understand and agree that we may make adjustments to your account from time to time to reflect corrections or changes to your balance. For example, if deposits are posted for the wrong amount or to the wrong account. In the event that an error has caused the balance in your account to be overstated, you agree to reimburse the overstated amount.

2. Check Endorsement Standards. To ensure that checks you deposit into your account are processed without delay, you must endorse them correctly. The area reserved for your signature is on the back of the check, within 1-1/2 inches from the “trailing edge” of the check. The “trailing edge” is defined as the left side of the check when viewing it from the front. Turn the check over and sign your name. Do not make any additional marks or notations on the back of the check. The portion of the check not reserved for your endorsement must remain blank for processing purposes. We will not be responsible for any Losses you incur if your check is improperly endorsed. You will be liable for unpaid checks returned late because your endorsement, a prior endorsement, or information you have printed on the back of the check obscures other endorsements.

3. Direct Deposits. You agree that we may reverse any direct deposit that is made to your account without prior notice to you at any time if: (a) we credited your account an incorrect amount, (b) the deposit represents a duplicate credit to your account, (c) you were not entitled to the deposit, or (d) you were not the intended recipient of the deposit. This right is in addition to any other rights that we may have under this Agreement or Applicable Law, including our right of setoff and any security interest that we may have in your account.

4. Deposit of Foreign and Other Non-Routine Items. Checks drawn on banks located outside the United States, bond coupons and other non-routine items will be accepted for collection only. These items are not governed by our Funds Availability Policy. These items will not be posted to your account, and you will not receive credit for such items until we receive final credit from the bank on which it is drawn. We will calculate the U.S. dollar equivalent of your deposit by using our applicable exchange rate that is in effect when we receive final credit, not the exchange rate that was in effect when you presented us with the item for deposit. You agree that when we receive final credit for an item that we have accepted for collection we may subtract any applicable fee as may be disclosed in the Fee Schedule, as may be amended from time to time, for processing such non-routine items from the amount finally credited to us, before we credit your account for the remaining amount. From time to time and in our sole discretion we may make exceptions to this policy. We are not, however, under any obligation to do so, and we will not be liable to you if we do not do so.

5. Collection of Items. In receiving checks and other items for deposit or collection, we act as your collection agent and assume no responsibility beyond the exercise of ordinary care. Any special handling instructions are effective only if made in writing and given to us along with the check or item in question. We will not be liable for default or negligence of our correspondent banks or for loss in transit, and each correspondent bank will only be liable for its own negligence. You are responsible for reconstruction and proof of loss of any items, including checks and other negotiable instruments, included in deposits which are lost or stolen in transit before we

have received and accepted the deposit. Further, you agree to fully cooperate and assist in the reconstruction and proof of loss of any items, including checks and other negotiable instruments, included in deposits that are lost or stolen in transit after we have received and accepted the deposit. Checks and other items and their proceeds may be handled in accordance with applicable regulations and operating circulars of the Federal Reserve, clearinghouse association or funds transfer system rules, and contractual arrangements with other financial institutions. All deposited checks and items (including those drawn on another account at the Bank) are credited subject to final payment and our receipt of proceeds. Until we receive final payment, any credit that we provide to you for the deposit is provisional only.

You authorize us to pursue collection of previously dishonored checks and items, and in so doing, we may permit the payor bank to hold an item beyond the midnight deadline. You also authorize us to convert, at our sole discretion, any checks that you deposit into your account and that are returned for uncollected or insufficient funds to an electronic transaction.

6. Return of Deposited Items. If a check or other item you deposit or we cash is returned to us for any reason, at any time, we may debit your account for the amount of the check or item without regard to whether the bank on which the check or item was drawn returned it before its midnight deadline. Furthermore, if after a check or other item deposited into your account is finally paid, it is returned to us by the bank on which it is drawn because someone has made a claim that the check or other item was altered, forged, unauthorized, or should not have been paid for some other reason, we may debit your account for its amount. All returns of checks or other items discussed in this section are hereinafter referred to as "Returned Deposited Items." In each of the foregoing situations, we may also debit your account for any interest you may have provisionally earned on the amount of the Returned Deposited Item.

In some cases the financial institution on which the Returned Deposited Item is drawn may send us an electronic notice of return instead of returning it. We may act on, and you agree to be bound by, the electronic notice of return just as if the original check or item had been returned. We may debit your account for the amount of the Returned Deposited Item at any time on or after the day it is returned to us by electronic or other means, or the day we receive notice that it is being returned to us – whichever is earlier. If you have insufficient available funds to cover the amount of the Returned Deposited Item, we may overdraw your account in accordance with this Agreement. You agree to repay us the amount of such overdrafts immediately.

For each Returned Deposited Item that was drawn in a foreign currency, we will charge your account the U.S. dollar equivalent of the item. We may calculate the U.S. dollar equivalent by using our applicable exchange rate that is in effect when we process the Returned Deposited Item. We may charge you a fee for each Returned Deposited Item. The amount of such fee(s) is disclosed in our Fee Schedule.

(C) Withdrawals from the Account

1. Checks. We offer a variety of check styles and other withdrawal forms for your use. We recommend that you use checks and other forms that we provide. Unless we have approved them in advance, we may refuse to accept checks or other forms that you create or someone else provides to you. If you use a check or other forms that do not meet our specifications at any time, you are responsible for, and agree to indemnify and hold us harmless from, the result (such as if our equipment is unable to read or process the non-standard checks and/or any Losses that may occur).

If you create or obtain checks or other forms from someone else and we cannot process some or all of them through our automated check processing systems, we reserve the right to charge you per-item fees on those checks or other items. If you create or obtain checks or other forms from someone else you also represent and warrant that any such checks and forms will in all ways comply with the requirements of Applicable Law.

You are responsible for verifying the accuracy of all information on your checks and other forms. Our liability, if any, for any printing errors on checks or other forms obtained through us is limited to the cost of replacing the forms. We are not liable for Losses you may incur when you use checks or other forms not obtained through us.

2. Presentment of Debit Transactions. All checks and items drawn on your account, and other items or instructions seeking to debit money from your account (such as in-person withdrawals at our branch, Automated Clearing House ("ACH") debits, Card transactions, online bill payment and/or transfer instructions, automatic transfers, and/or other forms of electronic fund transfers) are all individually and collectively considered "Debit Transactions" on your account. The decision to pay Debit Transactions, or to return them unpaid, is made on the day that the Debit Transaction is presented to us. Our decision to pay or return your Debit Transaction is based on funds available in your account and other factors (for example, whether there are any withdrawal limits applicable for the account). We may determine your account balance for the purpose of deciding to pay or return your Debit Transaction at any time between the receipt of such presentment and the return of the item. No more than one such determination need be made.

Your check may be presented to us as an electronic withdrawal. This may occur if (a) the holder of your check converts it into an electronic fund transfer or (b) your check is returned by us, the holder may re-present it as an electronic fund transfer and charge a fee for the return. Your authorization of these electronic fund transfers may be in express form, or may be implied from posting a sign or delivery of a notice indicating the intent of the recipient of the check to present it electronically. It is the responsibility of the holder of the check, and is not our responsibility, to provide you with proper notice and to receive your authorization in these cases.

3. Payment Order of Debit Transactions. We may accept, pay or charge to your account your Debit Transactions in any order we choose even if (a) paying a particular Debit Transaction results in an insufficient balance in your account to pay one or more other Debit Transactions that otherwise could have been paid out of your account; or (b) using a particular order results in the payment of fewer Debit Transactions or the imposition of additional fees. The order in which we decide to process your Debit Transactions may not be the same order in which you initiated them. In general, we process your Debit Transactions at the end of each business day based on order in which they were presented to us for payment. If on any given day two (2) or more checks are presented for payment against your account we will then pay those items in numerical check number order, starting with the lower check numbers. If there are insufficient funds to cover all of your Debit Transactions processed on any given day, this method may result in additional Overdraft Paid Item or Overdraft Return Item Fees. We may establish different processing priorities or categories for some Debit Transactions. We reserve the right to change or vary from our policy at any time without notice to you.

4. Overdrafts. If you initiate any ACH transaction or write any check (including checks that the payee may convert into an ACH or other form of electronic transaction) in an amount that exceeds the available balance in your account, it is within our sole discretion to pay the ACH or check, thereby creating an overdraft on your account, or return it unpaid. We have no obligation to permit overdrafts on your account, and our decision to permit you to create an overdraft on your account does not require us to do so in the future. We will not be liable to you or any other person for our decision to pay the ACH or check or return it unpaid. We may impose, and you agree to pay, an Overdraft Return Item Fee or Overdraft Paid Item Fee, as disclosed in our Fee Schedule, for each ACH transaction or check that we return or pay.

We make the decision whether to pay your ACH or check, or return it unpaid, based on the funds available in your account, the amount of your ACH or check, and other considerations.

You agree to immediately repay the amount of any overdraft created on your account, and the amount of any Overdraft Paid Item Fee(s) that may be imposed on your account. For joint accounts, all account owners agree that this obligation of repayment is joint and several, regardless of who may have initiated the ACH transaction or written the check that caused the overdraft and resulting Overdraft Paid Item Fee(s) and to reimburse us for Losses we incur in collecting the overdraft from you. You also agree that these amounts may be repaid out of any subsequent deposit to your account or setoff against such deposit to your account including, without limitation, deposits of Social Security, Supplemental Security Income or other government benefits.

5. Stop Payments. You may initiate a stop payment request on checks drawn on your account that we have not paid. You may initiate

a stop payment request by notifying us in person, by mail, by telephone, through online banking or by such other methods that we may make available to you from time to time. The individual who initiates the stop payment request does not need to be the individual who drew the check to which the stop payment applies. You may instruct us to release or cancel a stop payment order, even if you are not the person who initiated the stop payment request. For us to be able to enter a stop payment, you must tell us the exact amount of the check (dollars and cents), the check number, date of check, payee and the full account number on which it is drawn. If the information you give us is not correct or if you do not give us other reasonable information requested about the check, we will not be responsible if we are not able to affect the stop payment. We also cannot be responsible if we are not able to identify the proper check because you have issued more than one check with the same serial number. If you generate your own checks using a computer or in any other manner which does not produce a magnetically-encoded check number on the check, we will be unable to guarantee that your stop payment request will be honored. You therefore agree to indemnify and hold us harmless should we be unable to honor a stop payment order which you have timely and correctly placed on a check with no magnetically-encoded check number.

You must give us sufficient notice of your stop payment request so that we have a reasonable opportunity to act on your request. Your stop payment request will only be considered effective once we have had a reasonable opportunity to verify that the check has not been paid. You may not request a stop payment if we have accepted or certified the check, paid the check in cash, made final payment on the check, or otherwise become accountable for the check under check clearinghouse rules, this Agreement, or Applicable Law.

If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to transfer to us all of your rights against the payee or other holder of the check and to assist us in any legal action taken against that person.

A stop payment order is valid for six (6) months. You may renew your stop payment order for an additional six (6) months by writing to us prior to the expiration of the existing stop payment. The fee for stopping payment is found in the Fee Schedule, as may be amended from time to time.

You are not permitted to place stop payment orders on cashier's checks or official checks. If you lose a cashier's check or official check, or if such an item has been stolen or destroyed, we may require you to provide a declaration of loss and affidavit and to comply with other procedures that we may have before we re-issue the item. We may require that you wait ninety (90) calendar days before honoring your claim and we will not be liable to you if such an item is cashed prior to the expiration of the ninety (90) calendar day period.

6. Stale-Dated and Post-Dated Checks. If a check dated more than six months in the past (that is, a “stale-dated check”) is presented for payment against your account, we may pay the check and charge it to your account. If a check dated in the future (that is, a “post-dated” check) is presented for payment, we may pay the check and charge it to your account even if it is presented for payment before its date. If you do not want us to pay a stale-dated or post-dated check you must place a stop payment order on it. You agree that we are not liable to you or any other party for any Losses that result from our paying either a stale-dated or post-dated check that you do not place a stop payment on.

7. Check Legends and Restrictive Endorsements. Legends or notations placed on checks such as “not valid after 60 days” or “not valid over \$1,000” are ineffective and will be processed by us without regard to such legends or notations. Similarly, any conditional or restrictive endorsements or other notations found on checks are ineffective and will be processed by us without regard to the endorsement or notation. We may pay checks with such legends, endorsements, or notations even if the restriction or other conditions have not been met. We are not liable to you or any other party for any Losses that result from the placement of these restrictions or other notations on your checks, or from our disregarding them. You agree that we may disregard all information on the check other than the identity of the drawee bank, the amount of the check and any other information encoded onto the check in magnetic ink in accordance with banking practices.

8. Automated Processing of Checks and Other Items. To process your check and other transactions more efficiently, we have adopted automated collection and payment procedures that involve high-speed automated check processing machines. These machines read information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, we may disregard all information on the check or item other than any information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. For example, we may rely on the amount of a check as encoded in magnetic ink, even if that encoded amount differs from the face amount of the item or exceeds the maximum amount for which the item is valid as stated in a legend on the check (even if we are aware of it). You agree to reimburse us for any Losses we incur because you issue or deposit a check containing extra information such as, but not limited to, maximum amount limitations, date limitations, two signature requirements, etc. You also agree that we have exercised ordinary care in paying a check even though our procedures do not provide for the sight examination of checks with a face amount below an amount we may specify from time to time.

Our use of this equipment also means that if you are using checks or other documents that you print or that you purchase from a vendor

that has not been approved by us, you will be doing so at your own risk. We shall not be liable for processing errors or delays, Losses, or our failure to process any such check or other item due to printing inaccuracies or faulty magnetic ink encoding of critical data.

9. Third Party Check Cashing. From time to time, a person who is not our customer may visit our branch to cash a check that you have drawn on your account. This exposes us to certain risks that are not present if the check is deposited at another financial institution and presented to us by that financial institution through the ordinary check collection process. As a result, you agree that we may impose certain additional security procedures and documentation requirements (such as, but not limited to, submitting one or more forms of identification, providing thumbprints or other personal identifiers, and/or using special teller lines). You also agree that we may charge a non-customer a fee prior to cashing a check drawn on your account in these circumstances, unless doing so would be prohibited by Applicable Law. These measures may be done without notice to you. You agree that we will not be liable for wrongful dishonor for refusing to cash the check if the payee refuses or fails to pay the fee or comply with such reasonable security measures.

10. Automatic Transfer Service. You may establish an automatic transfer service with us to have funds transferred automatically from one of your accounts with us to one or more other accounts that you have with us, or to repay a loan that you have with us. Federal regulation places limits on the number of automated transfers you can make from your savings and money market accounts.

In most cases, we make transfers periodically on the days and for the amounts that you specify. If a scheduled transfer falls on a weekend or bank holiday, it may be made the next business day. You agree to maintain a sufficient available balance in the account(s) from which transfers will be made. If you do not maintain a sufficient available balance in such account(s), we may, in our sole discretion, complete the transfer of the amount requested, thereby creating an overdraft on the account from which the transfer is made. You agree to repay us the amounts of such overdrafts and the amount of any Overdraft Paid Item Fee(s) immediately. Alternatively, if you do not have enough available funds in your account to complete the transfer, we may refuse to make the transfer at all or in the full amount requested and we reserve the right to immediately cancel this service. Otherwise, you may cancel this service by providing us with notice of your termination in writing. This will be effective no later than five (5) business days after our receipt of your termination request. In addition to our ability to terminate this service due to insufficient available funds, we may also terminate it for any or no reason by sending you written notice.

11. Money Market and Savings Account Transaction Limitations.

We are required by federal regulation to retain the right to ask for seven (7) days' written notice before you may withdraw money from interest-bearing checking, money market and savings accounts. Certain additional limits apply to your savings and money market accounts with us. You may make an unlimited number of withdrawals or transfers from your savings account(s) and/or money market account(s) so long as they are done in person at one of our ATMs or branch locations. However, federal regulations limit your ability to make certain types of withdrawals and transfers from these accounts. Under these regulations any transfers or payments from a savings account or money market account to another of your accounts with us or to third parties by check, draft or Debit MasterCard® transaction (or similar payment orders), preauthorized or automatic means, personal computer (including online banking or bill payment services) or telephone (including facsimile or data transmission) are considered "Limited Transactions." You are limited to a total of six (6) Limited Transactions from your money market and savings account per statement cycle period. We count check transactions on your money market and savings account on the day the check is presented to us for payment, regardless of when you may have written it (including if it was written in a prior statement cycle). If you exceed your Limited Transaction limit, we may assess you an Excess Withdrawal Fee for each Limited Transaction over the limit as disclosed in our Fee Schedule. Additionally, if you exceed your Limited Transaction limit on a regular basis, we may close your account.

12. Remotely Created Checks. If you provide the Bank's routing and transit number and your account number to a third party over the phone (for example, to a telemarketer) or via the Internet, you authorize us to debit from your account the amount(s) of one or more "remotely created checks." A remotely created check is a check created by the third party that, although it does not bear your signature, purports to be drawn on your account with your authorization. Although we are authorized to honor such remotely created checks, we are not obligated to do so and we may refuse to honor any such remotely created checks in our sole discretion. We may return such remotely created checks even if we have honored similar remotely created checks in the past. You agree that we are not liable to you for any Losses that may result from either honoring or dishonoring any such remotely created checks drawn on your account.

13. Wire Transfer Services. We offer certain services that allow you to request wire transfer of funds (each such transfer, a "Wire Transfer") to a third party (each a "Beneficiary"). Wire Transfers are not Electronic Fund Transfers and are not governed by our Electronic Fund Transfer Agreement. They are subject to and governed by Article 4A of the Uniform Commercial Code and Subpart B of Federal Reserve Regulation J. You agree that your Wire Transfer requests must be executed in accordance with (a) Article 4A of the Uniform Commercial Code ("Article 4A"), (b) Subpart B of Regulation J of the Board of Governors of the Federal Reserve System, and (c) the terms and

conditions of any Wire Transfer agreement (a "Wire Transfer Agreement") that you may be required to execute at the time of the request. The terms and conditions contained in this section supplement the terms and conditions of our Wire Transfer Agreement to the extent the two are not inconsistent. You acknowledge that Article 4A authorizes us to rely upon the numbers supplied by you to identify banks, Beneficiaries and other parties to the Wire Transfer, even if those numbers disagree with the names of those parties. All Wire Transfers will be made according to our security procedure(s) as identified in our Wire Transfer Agreement. The security procedure(s) is/are intended to verify that an order is authorized. You understand that once your request for a Wire Transfer has been processed, the funds will have been permanently transferred to the named Beneficiary and that a stop payment order will be impossible. You understand that the Bank handles Wire Transfer requests expeditiously, but that there is no guarantee that a request will be completed in any specific time period.

(D) Earning Interest and Paying Fees on Your Account

1. Interest. Some accounts earn interest. You may obtain current rate information by calling us at (860) 435-9801 or Toll Free at (800) 222-9801, Monday through Friday, 9:00 AM to 5:00 PM, or Saturday 9:00 AM to Noon Eastern Time. You may also obtain information regarding rates by visiting our website online anytime at www.salisburybank.com, or by asking one of our branch representatives. Specific information regarding our rates may be found in the Truth in Savings Disclosure.

2. Sub-Accounts. Your checking accounts consist of two sub-accounts: a checking sub account and a savings sub-account. We do this for regulatory and accounting purposes. It does not in any way affect the functioning of your account. We periodically review the activity in your checking account to determine the amounts needed to pay Debit Transactions on any given day, and credit the amount needed to pay such transactions to the checking sub-account for payment. Any funds in excess of this amount will be transferred to the savings sub-account. We may from time to time transfer balances between the sub-accounts as needed. However, your account statement will not reflect these internal transfers and your checking account will be considered a single account for statement purposes.

3. Fees. You agree to pay all fees that apply to your account or the services described in or incorporated into this Agreement. If your account is a joint account each account owner is jointly and severally liable for all fees on the account. All fees for your account are disclosed in the Fee Schedule, the terms of which are incorporated into and are part of this Agreement. Fees may be deducted from your account as incurred by you and without prior notice to you, and if there are not sufficient funds available in your account to cover the fees that you owe us, we may overdraw your account. You agree to repay us the amount of such overdrafts immediately. We will not be

liable for dishonoring Debit Transactions because of insufficient available funds resulting from proper deduction of fees, and you agree to repay immediately all amounts that you owe us. We may, in our sole discretion, change the fees applicable to your account. As may be required by Applicable Law, we will provide you with notice of any changes in our fees. Such notice will be sent to you at the address shown in our records. If your account is closed (either by you or by us), you remain responsible for all fees incurred in connection with your account.

(E) Safeguarding Your Account

1. Reviewing Your Account Statements. You are in the best position to discover issues or problems with your account, such as forged, unauthorized or missing signatures or endorsements, a material alteration, a missing or diverted deposit or any other error or discrepancy relating to a check, draft or other instrument for the payment of money, deposit or other credit or debit to your account. Therefore, you must promptly and carefully examine your statements and images of cancelled checks that we make available to you. If you think that an unauthorized person has withdrawn funds from your account, that one or more deposits is not reflected on your statements, or that there is any other type of error or discrepancy in your statements, you should notify us immediately and in no event later than thirty (30) calendar days (unless a longer period of time is required by Applicable Law) after we send you or otherwise make your account statement available to you. If you do not provide us with notice within this time frame, you may have to share any Losses that may occur on the account due to unauthorized signatures or alterations on your account, or bear the Losses entirely (depending on whether or not we used ordinary care in processing the check or if our actions or inactions substantially contributed to the Losses). This could include subsequent Losses perpetrated by the same individual.

Additionally, if you fail to report unauthorized transactions reflected on your statement (except for electronic fund transfers) within sixty (60) calendar days following the closing date reflected on your statement, you will not be able to assert any claims for Losses against us for items on that statement, regardless of whether we exercised ordinary care. You understand that, as is discussed elsewhere in this Agreement, we use automated means to process your checks and other items and that we exercise ordinary care in paying your checks and other items in this manner. Your rights regarding electronic fund transfers that you believe are unauthorized are discussed in the Electronic Banking Services portion of this Agreement.

2. Safeguarding Your Checks. To help protect your account, you agree to use care in safeguarding unsigned checks on your account against theft or misuse. You agree to tell us immediately if any such checks are lost, missing, destroyed or otherwise unaccounted for.

3. Lost, Stolen or Destroyed Passbooks. If you have such an account and you lose your passbook, or if your passbook is stolen or destroyed,

you must notify us as soon as possible. We will issue you a replacement passbook only if you (or, if your account is a joint account, all joint account owners) complete any documentation that we may require and provide us with identification that we deem appropriate under the circumstances. We may also require you to pay us any Passbook Replacement fee that is disclosed in the Fee Schedule. We reserve the right to require you to give us a surety bond or an indemnification agreement before we will agree to issue a replacement passbook to you. Once we issue the replacement passbook to you, we will have no further liability for the original passbook.

4. Change of Address. We will rely on your address as it appears on our records for any and all communications we send to you unless you notify us in writing of a change of address and we have had a reasonable opportunity to act on such notice. Change of address notifications should be addressed to:

Salisbury Bank and Trust Company
Attention: Deposit Operations
P.O. Box 1868
Lakeville, CT 06039-1868

It is your responsibility to notify us of any changes in your address. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We have no liability to you if we change your address based on such information, even if the information provided by the U.S. Postal Service or its agent is incorrect.

5. Recording and Monitoring Telephone Calls. We may record or monitor telephone calls between you and us for training, customer service, and other purposes. We need not remind you of our recording or monitoring before each call unless required to do so by Applicable Law.

6. Requests for New Documentation. From time to time we may request additional information from you to protect your account and our systems from fraud or other problems. This information may include new sample signatures and other information that we must obtain under Applicable Law. You agree to assist us by promptly complying with any such request. You also agree to hold us harmless for refusing to pay or release funds or to take any other action relating to your account where the refusal is based on your failure to provide the signatures or documentation requested by us from time to time.

(F) Disputes Involving Your Account

1. Legal Process. If legal action such as an attachment, garnishment, levy or other state or federal legal process is brought against your account (individually and collectively, "Dispute(s)"), we may refuse to allow any Debit Transaction or transfer from your account until the Dispute is released or we are notified by the proper persons or authorities that it has been resolved. You agree that we will not be liable to you for making a payment to any third party involved in a

Dispute even if such payment leaves insufficient available funds in your account to cover any outstanding Debit Transactions on your account. We will not contest a Dispute on your behalf. We may take action we determine to be appropriate under the circumstances to comply with a Dispute, even if the Dispute purports to affect the interests of less than all of the owners of a joint account. We will notify you whenever we are notified of a Dispute, and place such restrictions on your account, to the extent permitted by Applicable Law. Without prior notice to you, we may charge against or deduct from your account, or otherwise bill you directly, an amount representing our Losses incurred in responding to or processing a Dispute as permitted by Applicable Law. We may also assess and debit from your account any applicable Legal Papers Process Fee as set forth in the Fee Schedule that may be assessed as a result of the Dispute in accordance with Applicable Law.

2. Conflicting Claims Involving Your Account. If we receive notice of an actual or potential claim from a third party regarding your account, or if we believe that a conflict exists between account owners and/or authorized signers/convenience signers on the account, or if there appears to be a controversy over matters such as ownership of the account or who has the authority to withdraw funds, we may:

- (a) Continue to rely on the Account Agreement form(s) or other documents and to process your account in what we believe is good faith conformity with such Account Agreement forms and documents;
- (b) Honor the competing claim upon our receipt of evidence we deem satisfactory to justify the claim;
- (c) Freeze all or part of the funds in your account until the dispute is resolved to our reasonable satisfaction; or
- (d) Close the account and send a check for the balance remaining in the account, payable to you or to you and each claimant, or to pay the funds into a court of appropriate jurisdiction for resolution.

Without prior notice to you, we may charge against or deduct from your account, or otherwise bill you directly, an amount representing our Losses incurred in handling the conflicting claims on your account as permitted by Applicable Law. We may also assess and debit from your account any applicable fees set forth in the Fee Schedule that may be assessed as a result of the Dispute in accordance with Applicable Law.

3. Documentation as Evidence. If we go to court for any reason, whether the proceeding is instituted by you, us or some other third party, we may introduce into evidence a copy, printout, microfilm, microfiche or electronic version of any document evidencing a transaction under this Agreement and such copy, printout, microfilm, microfiche or electronic version shall be deemed as valid as the original document.

4. Limited Liability. Unless we acted in bad faith, we are not liable to you for delays, errors, or Losses that occur on your account because of

our performance (or failure to perform) services under this Agreement. In addition to that limitation, we are also not liable to you for mistakes or delays on your account that are caused by circumstances beyond our control, such as acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment. IN NO EVENT WILL YOU OR ANY PERSON ACTING ON YOUR BEHALF BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

5. Indemnity. You agree to indemnify and hold us, our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from and against any and all Losses arising from or in connection with the services provided under this Agreement, except for Losses due to our own gross negligence or willful misconduct. Additionally, you further agree to hold us, and our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from Losses arising out of actions taken or omitted in good faith by us in reliance upon instructions from you, an authorized signer/convenience signer or Fiduciary, or any person acting on your behalf. We are not responsible for any actions or omissions by any third party that is not under our direct control.

6. Reimbursement for Losses. If we undertake any action(s) to collect debt or other amounts that you owe us under this Agreement, or if we defend ourselves in a lawsuit that you bring against us and we prevail in that action, you agree to reimburse us for our Losses to the fullest extent permitted by Applicable Law. We may deduct the amount of these Losses from your account without notice to you.

7. Your Instructions. In our sole discretion, we may follow your instructions concerning your account, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions) or by other means, and we may do so without any liability to you. We reserve the right to refuse to follow any instructions that you give us that we believe may expose us to potential liability. We will not have any liability to you if we do not follow your instructions in these situations. If, however, we decide to follow your instructions in these situations we reserve the right to ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us.

8. Disputes Involving Reports of Account Performance. If you maintain your account in an unsatisfactory manner, you understand that we may report information about you and any other joint account holders or authorized signers/convenience signers to a consumer reporting agency (including, but not limited to agencies that compile

information regarding your deposit account performance with us and at other banks). If you think the information that we have furnished to consumer reporting agencies on your account is not accurate please write to us at:

Salisbury Bank and Trust Company
Attention: Deposit Operations
P.O. Box 1868
Lakeville, CT 06039-1868

In order for us to investigate your dispute, you will need to provide us with the following information:

- (a) Your name, address, and telephone number;
- (b) The Account number(s) for the Account(s) you are disputing;
- (c) A description of the specific information you are disputing and an explanation of the basis for your dispute; and
- (d) Copies of documents that support your dispute. These could include (but are not limited to): a copy of your consumer report showing the information that you are disputing, your account statements, a court order, or (if applicable) a copy of a police report or fraud or identity theft affidavit.

If you fail to provide us with the information listed above we will be unable to investigate your dispute. We will notify you of the results of our investigation within 30 days of receiving your dispute. We may take up to 45 days to investigate your dispute if, after providing us with your initial notice of dispute, you provide us with additional information that is relevant to our investigation. If our investigation finds that the information you are disputing was inaccurate, we will notify the consumer reporting agency of our determination and provide the consumer reporting agency with the information necessary to correct the inaccuracy.

We will have no duty to investigate disputes that are substantially similar to a prior dispute that we have responded to, or that relate to your identifying information (such as your name, date of birth, Social Security number, telephone number or address), inquiries appearing on your consumer report, information from public records (such as judgments, liens, or bankruptcies, unless these matters related to your account(s) with us), information related to fraud or active duty alerts on your report, or information provided to the consumer reporting agency from someone other than us. We will also have no duty to investigate your dispute if we reasonably believe it was submitted or prepared by (or if you submitted it on a form provided by) a credit repair organization. If we determine that we will not investigate your dispute for one of these (or some other) reasons we will notify you of that determination within 5 Business Days.

(G) Miscellaneous Terms and Conditions

1. Setoff of Deposits in Your Account. If you owe us money as a borrower, guarantor, judgment debtor or otherwise (including any obligation to a financial institution acquired by us) and that money is due, you grant us a security interest in your account(s) with us and you also grant us the right to setoff the funds in any account(s) you have with us to pay money owed to us (which may include, without limitation, charges and fees found in the Fee Schedule which are owed to us). You agree that we may exercise these rights to the fullest extent permitted by Applicable Law and that these rights are different from, and in addition to all other rights we have under this Agreement or Applicable Law. You understand and agree that the security interest you have granted us by this Agreement is consensual and is in addition to any other right of setoff we may have under Applicable Law.

In the case of a joint account, each joint owner agrees that we may use the money in his/her joint account(s) to satisfy any of his/her individual obligations. This right exists regardless of who contributed the funds to the joint account. Each joint account owner also understands and agrees that we may also setoff funds in his/her individual accounts to satisfy obligations on which s/he may be jointly and severally liable to us.

We may exercise our rights under this section without recourse to other collateral, if any, and even if our action causes you to lose interest, have checks or other Debit Transactions drawn on your account returned unpaid, incur an early withdrawal penalty or any other consequence. If we exercise our right to setoff, we will notify you to the extent required by Applicable Law. Except to the extent prohibited by Applicable Law, we may setoff all of the funds in your joint account. Our right of setoff and our security interest may not apply to your account if: (a) your account is an IRA or other form of tax-deferred retirement account; (b) the debt is created under the terms of a credit card agreement; (c) your rights of withdrawal on the account arise only in a representative capacity, or (d) the right of setoff or the granting or exercise of a security interest in your account is prohibited by Applicable Law. To the extent that any of the funds to be setoff are entitled to an exemption from execution, levy, attachment, garnishment, seizure or other legal or equitable process (such as, but not limited to, Social Security, Supplemental Security Income, Veterans or other federal or state benefits), then you agree, to the maximum extent allowed by Applicable Law, to hereby knowingly, affirmatively, and unequivocally waive such exemption.

2. Assignment, Pledge or Transfer of your Account. As a general rule, your accounts are not negotiable or transferable. We may, in our sole discretion and with our written consent, allow you to assign or pledge your savings, money market and CD account(s). We may, as a condition of your assigning or pledging such accounts, require that you complete certain documentation in a form that is satisfactory to us. We may allow you, in our sole discretion, to pledge some of your accounts as collateral for loans made by us.

3. Accounts Considered Dormant or Abandoned. Your accounts and deposits may be presumed dormant or abandoned after a certain period of time as determined by Applicable Law. Dormant accounts may be subject to the Dormant Account Fee disclosed in the Fee Schedule. Standard account service and maintenance fees may also be imposed on accounts presumed to be dormant and/or abandoned. Accounts that are presumed to be abandoned will be escheated in accordance with Applicable Law.

4. Changing this Agreement. We have the right to change the terms of this Agreement, the fees and charges we impose on your account, and any other terms and conditions described in other documents provided to you (including, but not limited to, our Fee Schedule and Disclosures) and any policy or procedure affecting your account at any time. We will provide you with notice of such changes when and as required by Applicable Law. All such changes will be effective upon the date shown on the notice. However, if the change is in your favor (such as the termination or reduction of a fee), we may provide you notice of the change after it is effective. All such notifications will be effective if mailed to the address of the account in our records. If any such notice is returned to us as undeliverable, the changes described in that notice are still binding on you. This Agreement may not be amended or modified orally.

5. Disclosure of Information. We respect your right of privacy. Information about your account or any transactions between you and the Bank will not be disclosed to third parties except in accordance with Applicable Law and the Bank's Privacy Policy.

6. Statements. Depending on the type of account and services you have, we may send or otherwise make available to you a periodic statement detailing activity on your account. We may change the frequency of such statements without notice, unless we are required to notify you of such a change by Applicable Law. We will send you periodic statements electronically with your consent, in accordance with Applicable Law. You also have the right under Applicable Law to at any time withdraw your consent to receive your statements electronically. The manner in which you may withdraw your consent (and the consequences for doing so) is provided to you when you consented to receiving your statement and the Disclosures electronically. If you have any questions regarding how you may do so, please call us at (860) 435-9801, Monday through Friday, 9:00 AM to 5:00 PM or Saturday, 9:00 AM to Noon Eastern Time.

You will not receive a statement for your Passbook Savings account(s). We may record all transactions on your Passbook Savings account upon your presentation of the book to us.

If your periodic statement is returned to us as undeliverable because you provided us with inadequate delivery instructions or otherwise did not notify us of a change in your address, or if you asked us to hold statements for you and you did not return to claim them, we will not re-send your account statement. However, in these cases, you agree

that for all purposes under this Agreement your statement shall be deemed available to you as of the statement date printed on your statement.

7. Check Safekeeping. We will provide you with images of your cancelled checks rather than the actual cancelled checks. We will retain a copy of your canceled checks, and the originals will not be returned with your account statements. You understand and agree that after we have copied your cancelled checks that we may, in our sole discretion and in compliance with Applicable Law, destroy the originals. Our retention of your canceled checks will be done in accordance with Applicable Law. You agree that by maintaining the original (or substitute) check on your behalf that we have made it available to you in a reasonable manner. We will retain copies of your cancelled checks in accordance with Applicable Law. If, for any reason, we cannot return a copy of your cancelled check, you agree that we will not be liable to you for more than the lesser of (a) the face amount of the check we were unable to locate, (b) your Losses, or (c) the amount required by Applicable Law if your request concerns a substitute check. We will not be liable to you for any incidental, special, or consequential damages of any kind.

8. Waiver of Notice. By signing the Account Agreement form, you waive any notice of non-payment, dishonor or protests regarding any items credited to or charged against your account. For example, if a check that you deposited is dishonored and returned to the Bank, the Bank is not required to notify you of the dishonor.

9. Notices. Any notice that you give to the Bank is effective only once it is actually received. If you have been instructed to use a specific address for a certain type of notice, it must be received by the Bank at that address to be effective. Any notice that the Bank gives to you is effective when it is deposited in the United States Mail, postage prepaid, and addressed to you at the mailing address we have on file for you. If you have agreed to receive notices electronically, they are considered effective either when it is sent to you electronically or when we send you an e-mail informing you that you may view the notice online. As described elsewhere in this Agreement all changes described in such notices are effective upon the date shown on the notice. Our notice to you will be effective even if it is returned as undeliverable because you did not update us regarding a change in your address in accordance with this Agreement. Notice to any one owner of an account is notice to all owners of that account.

10. Death or Incompetence. We may continue to accept, pay or collect items until we know of the fact of death or incompetence of an account owner. Even with such knowledge, we may, for ten (10) days after the date of death, pay Debit Transactions initiated or drawn on or before the date of death unless ordered to stop payment on such Debit Transactions in accordance with the terms of this Agreement.

Electronic Funds Transfer Agreement

11. Copies. We may provide you with copies of your statements, checks, drafts or other instruments for the payment of money, deposit slips, withdrawal slips and other account records. We may also, at your request, conduct research on your account. Unless stated otherwise by this Agreement, we may assess you a fee for producing such copies or conducting such research. The amounts of these fees are set forth in our Fee Schedule. We may deduct these fees from your account as incurred by you, without notice to you.

12. Wireless Telephone Numbers. If you provide us with a telephone number that is assigned to a cellular telephone, or if the landline telephone number that you provide to us is subsequently “ported” to a cellular telephone, you understand and agree that we or our agents may call you at that telephone number (including through the use of an automatic telephone dialing system, or using an automated or prerecorded voice) for the purpose of servicing your account or for collecting amounts due that you may owe to us, even if you will incur costs to receive such phone messages.

13. Waiver. We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to other customers, or to enforce any of our rights with respect to later transactions with you. Whether we enforce or waive our rights does not obligate us to enforce or waive similar rights in the future, nor will such waiver modify this Agreement.

14. Severability. If any provision(s) of this Agreement shall for any reason, including under any Applicable Law, be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

15. Choice of Law. Your accounts with us are governed by federal law and, to the extent not preempted by federal law, the law of the State of Connecticut.

16. Singular and Plural. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

17. Section Headings. The headings used in this Agreement are for convenience only. They do not limit or define your or our rights or obligations under this Agreement.

This Electronic Funds Transfer Agreement (the “EFT Agreement”) applies to the electronic funds transfers made with respect to deposit accounts you maintain with Salisbury Bank and Trust Company for personal, family or household purposes. By requesting electronic funds transfer services or making or accepting electronic funds transfers, you agree to the terms and conditions of this EFT Agreement. You should read this EFT Agreement carefully to understand how our electronic funds transfer services work.

Your deposit accounts are also subject to the Bank’s Personal Deposit Account Agreement.

Under this EFT Agreement, “we”, “us”, “our”, “Salisbury Bank” and the “Bank” refer to Salisbury Bank and Trust Company. “You” and “your” refer to each accountholder that requests, makes, or accepts electronic funds transfer services.

The Bank offers several types of electronic funds transfer services:

Part I of this EFT Agreement governs use of your ATM or Debit MasterCard®.

Part II of this EFT Agreement governs Electronic Payments, Deposits, and Telephone Transfers.

Part III of this EFT Agreement provides disclosures regarding the Bank’s E-Banking Services (online banking) and its E-Pay Services (bill pay). E-Banking and E-Pay Services must be specifically requested and approved by the Bank. Your use of these services is also governed by the Bank’s Personal E-Banking Services Agreement and Disclosure.

Part IV of this EFT Agreement contains General Provisions that apply to all types of electronic funds transfers.

I. AUTOMATED TELLER MACHINE AND POINT-OF-SALE TRANSACTIONS

This part of the EFT Agreement explains how to use your Salisbury Bank ATM or Salisbury Bank Debit MasterCard® and sets forth your rights and responsibilities with respect to those Cards. The term “Card” is used to refer to both types of cards.

Your Encoded Card and Your Personal Identification Number (PIN). If you request automated teller machine services, we will encode your Card for use at the following automated teller machines, or “ATMs”:

- All ATMs in our branch offices or with the name “Salisbury Bank and Trust Company” on them (we call these “Salisbury Bank ATMs”); and

- Other ATMs displaying the NYCE® or PLUS symbols, as well as other electronic banking machines, devices or networks that may be approved by us from time to time (we call these “non-Salisbury Bank” or “network” ATMs).

In your request for the Card, you must list the account(s) for which you want ATM or POS access. ATM and POS access can be requested for any of your Salisbury Bank checking, health savings, statement savings, or money market accounts. We will use the word “designated” to describe the accounts for which you requested and were granted access and for which all the required account holders signed. You must designate one checking account as the “primary” account for POS transactions (see below). The transactions described below may be processed only for the designated accounts for which the Card you are using has been encoded.

If you request ATM or POS access to your Health Savings Account, we will send you a separate Card for that account. Health Savings Accounts cannot be combined with other accounts on a single Card.

We will provide you with a special Personal Identification Number, which we call a “PIN,” for each Card we issue.

For your protection, you should guard the secrecy of your PIN. You agree not to write the PIN on your Card and not to keep it any place where it may be found with your Card.

ATM Transactions. You may use your Card and PIN at Salisbury Bank and non-Salisbury Bank ATMs, to:

- Get cash withdrawals from your designated account(s);
- Transfer funds between your designated accounts; or
- Get balance information from your designated accounts.

In addition, you may use your Card and PIN at Salisbury Bank ATMs, to:

- Make deposits to your designated account(s).

Transaction amounts may be limited. Please see the section below entitled “Limitation on Amount of Transfers.” Each time you make a withdrawal at an ATM the remaining availability under your daily ATM withdrawal limit is reduced by the amount of the withdrawal. You cannot use your Card to make an ATM withdrawal if the amount of the withdrawal would exceed your daily ATM withdrawal limit.

Some of these services may not be available at all ATMs.

Point of Sale (POS) Transactions. You may use your Card to pay for purchases of goods and services from merchants. All POS transactions will be posted to the checking account you designated as the “primary” account on your Card. You have a daily spending limit that is separate from your ATM withdrawal limit. Please see section below entitled “Limitation on Amount of Transfers.”

If you have an ATM Card, you may use the Card only for “online POS transactions” (see explanation of transactions types below) at participating merchants. If you have a Debit MasterCard®, you can use it for both online and off-line POS transactions at participating merchants.

The amount of any POS purchase will be debited from your designated primary checking or Health Savings Account. Each time you make a purchase using your Card the remaining availability under your daily spending limit is reduced by the amount of the purchase. You cannot use your Card to pay for a purchase if the amount of the purchase would exceed your daily spending limit.

When your account is debited for your purchase depends on how your POS transaction is processed by the merchant. There are two types of POS transactions: online and off-line.

- Online POS transactions occur when you “swipe” your card through a card-reader at a POS terminal and enter your PIN using a key pad to initiate a transaction. The amount of your online POS purchase is debited from your account either that night or the next business day, depending on when you make your purchases. Online POS transactions can be made at merchants accepting MasterCard using any ATM Card or Debit MasterCard®.
- Off-line POS transactions are processed like a credit card purchase. The merchant prepares a sales transaction slip using your Debit MasterCard® and follows the credit card authorization process. You are then asked to sign the transaction slip. The amount of your off-line POS purchase is debited from your account typically within six (6) days of your purchase. Off-line POS purchases may be made only by using a Debit MasterCard®.

All POS transactions will reduce the remaining availability under your daily spending limit by the amount of the transaction. Your daily spending limit is restored the following day. At the time your purchase is authorized, a “hold” will be placed against the available funds in your account for the amount of the authorization. Your account balance is reduced when the transaction is debited to your account (see explanation above). The hold is released when a transaction that exactly matches the authorization is debited to your account or 9 days after the hold was placed, whichever is sooner. Please note that the dollar amount of the hold may vary from the actual purchase amount, especially for some hotels, car rental agencies, restaurants, gas stations and other merchants who typically request higher authorizations than the actual purchase amount. We place the hold based on the authorized dollar amount, but we will debit the account only for the actual purchase amount.

Limitation on Amount of Transfers. ATM cash withdrawals are limited to \$1,005 per day (total from all accounts). Some ATMs may impose stricter limitations on the amount of cash you may withdraw at one time. If you request it, the Bank can establish an ATM daily cash

withdrawal limit of \$50 for any account. POS transactions debited from your designated primary checking account are subject to a daily spending limit of \$1,000; POS transactions debited from your Health Savings Account are subject to a daily spending limit of \$5,000. In addition, you may not withdraw cash or make a POS purchase in excess of the available funds on deposit in the account you are accessing, determined in accordance with the Bank's Funds Availability Policy. However, if you have linked your checking account to be debited to an Overdraft Line of Credit for overdraft protection purposes we may cover your ATM withdrawals or POS transactions to the extent your Overdraft Line of Credit is then available and in accordance with any agreement covering that overdraft protection service.

Please see *Part IV* of this EFT Agreement for information regarding limitations on the frequency of transfers.

International Transactions. If you effect a transaction with your Debit MasterCard® in currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard®. Currently, the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used by MasterCard International on the purchase date or cardholder statement posting date.

From time to time we may monitor the use of your Card for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary. If you are planning on using your Card in a foreign country (for example, if you are traveling abroad) please let us know in advance. Otherwise it is possible that your international transactions may be delayed or declined. You understand that this monitoring is voluntary on our part, and we are not obligated to do so. You further understand that, regardless of whether we do or do not monitor your Card in the manner described above, you have no additional limitations on your liability aside from those described in this EFT Agreement.

Illegal Use of Card Prohibited. You may not use your Card for any illegal activity, including any illegal gambling activity. Display of the MasterCard® logo at a particular merchant does not mean that the transactions that may be done with that merchant are lawful in all cases or in all jurisdictions.

We Own the Card. When we provide you with a Card to access your designated account(s) with us, you understand that we own such Card(s) and that you may not transfer them to another person. You

agree to return the Card to us immediately when we request that you do so. If this EFT Agreement is terminated (either by you or by us), if you close your primary checking account and you attempt to use your Card after the termination date, or if we suspect that there is fraud occurring on any of your designated accounts, your Card access will be suspended. You agree that we will have no liability to you for suspending access to your Card for these, or any other circumstances. We may issue you a Card to any one joint account owner if she/he requests one. We will not seek the permission of all joint accountholders before doing so. If we do, you agree to indemnify and hold us harmless from and against any and all losses that may in any way arise from our doing so.

Debit MasterCard® is Not a Credit Card. The Debit MasterCard® that we issue to you for use with your designated account(s) under this EFT Agreement is NOT a credit card. This is so even though it may bear the MasterCard name and logo, and even though you may be able to press a button that says "credit" at a POS terminal to conduct a transaction. This means that you may not assert disputes that you have with a merchant or retail location with us (such as, if you believe that the goods and/or services purchased with your Debit MasterCard® were defective or not delivered when they were promised). We are also not responsible to you if a merchant or retail location refuses to honor your Card.

Salisbury Bank Fees. Please see our separate Fee Schedule for information about Salisbury Bank fees that may apply for ATM and POS transactions.

Notice Regarding ATM Fees By Others. When you use an ATM not owned by us, you may be charged a fee by the ATM operator (or any network used). You may be charged a fee for a balance inquiry, even if you do not complete a fund transfer.

Additional Limits on Liability for Certain Debit MasterCard® Transactions. In addition to the limits on your liability discussed later in this Agreement, you will not be liable for any unauthorized purchases made using your Debit MasterCard® in a store, over the telephone or made online, provided that the following preconditions are met: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from unauthorized use, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve month period, and (iii) your account is in good standing. This zero liability policy does not apply if a PIN was used for the unauthorized purchase. "Unauthorized use," means that you did not provide, directly, by implication or otherwise, another person with the right to use your Debit MasterCard® and you received no benefit from the unauthorized purchase.

II. ELECTRONIC PAYMENTS, DEPOSITS, AND TELEPHONE TRANSFERS

From time to time, you may authorize someone other than us (a "third party") to transfer money electronically to your passbook savings

account to or from your checking, Health Savings Account, statement savings, or money market account. For example, you can make an “electronic payment” of an amount you owe (such as a monthly mortgage payment) by authorizing a third party to transfer the payment amount from your account electronically, or you can authorize a merchant or other payee to convert payment information from your check to an electronic debit. You can receive “electronic deposits” of amounts owed to you (such as salary payments or Social Security benefits) if you instruct the third party who pays you those amounts to deposit the payment into your account electronically.

You may also use our telephone transfer service to check the balances of and to transfer money between any of your checking, Health Savings Account, statement savings, and money market accounts and make payments on your loans, mortgage, or credit lines with us.

Electronic payments, deposits, and telephone transfers to or from a Health Savings Account are subject to all rules applicable to Health Savings Accounts, including I.R.S. rules regarding contributions and “qualified medical expenses.”

Limitations on Electronic Payments and Telephone Transfers.

We will honor electronic payments and deposits if the transactions are properly presented through the Automated Clearing House system, or if they are properly presented by a third party with whom we have an agreement to honor them, provided that:

- A. In the case of an electronic payment, the account from which funds are being transferred is not a passbook savings account and you have enough available funds in your account (as determined in accordance with the Bank’s Funds Availability Policy), free of legal restriction, to cover the payment. However, if the account to be debited is your checking account and you have linked that checking account to an Overdraft Line of Credit or to a savings account for overdraft protection purposes we may cover the payment or transfer to the extent your Overdraft Line of Credit or savings account is then available and in accordance with any agreement covering that overdraft protection service; and
- B. In the case of an electronic deposit, we receive enough good funds to cover the deposit of the third party.

We agree to transfer money between your accounts upon your telephone request, provided that:

- A. You properly identify yourself using our current identification standards;
- B. You have enough available funds (as determined in accordance with the Bank’s Funds Availability Policy) in the account from which you are transferring funds to cover the amount requested. However, if the account to be debited is your checking account and you have linked that checking account to an Overdraft Line of Credit for overdraft protection purposes we may cover the amount of the

transfer to the extent your Overdraft Line of Credit is then available and in accordance with any agreement covering that overdraft protection service; and

- C. You are not obtaining a loan advance directly from an Overdraft Line of Credit account.

We are not required to honor other electronic payments or deposits or telephone transfers, although we may do so from time to time.

Please see Part IV of this EFT Agreement for information regarding limitations on the frequency of transfers.

Electronic Check Conversion. You may authorize a merchant or other payee to convert the payment information contained on a check you use to pay for goods or services to an electronic transaction. If initiated by the payee electronically, the transaction will be processed like and be subject to all rules applicable to an electronic debit to your account. It is the responsibility of the merchant or other payee to properly obtain your authorization to debit your account electronically for the amount of the check and any returned check fee that the merchant or payee may impose. As such, you agree that we are not responsible for ensuring that you have provided your authorization nor are we responsible if the merchant or payee did not provide you with proper notice that your account would be debited electronically in this manner.

Finding Out About a Recurring Electronic Deposit. If you have arranged to have electronic direct deposits made to your deposit account at least once every 60 days from the same person or company, you can call us at (860) 435-9801 or toll-free at (800) 222-9801 to find out whether the deposit has been made. For your protection, we will ask you for identification of your account.

Salisbury Bank Fees. Please see our separate Fee Schedule for information about fees for electronic funds transfers or for the right to make such transfers.

III. ONLINE BANKING TRANSACTIONS

Online Banking Transactions. If you enroll in our Personal E-Banking Service (the “Service”), you may perform a wide variety of services, including the following electronic fund transfers (each an “Online Transaction”):

Loan Account Payments: You may transfer funds from any checking (other than a Health Savings Account), money market or statement savings accounts that you have with us and that you have linked to the Service to make payments on those home equity line of credit, home equity loan, installment loan, demand loan, Overdraft Line of Credit or mortgage accounts that you have with us and that are also linked to the Service.

Transfers: You may make one time and/or recurring transfers of funds between any checking, money market, statement savings or Retirement Savers IRA accounts that you have with us and that you have linked to the Service. You may also request advances from line of credit accounts that you have with us and that you have linked to the Service to one or more of your checking, money market, savings or Retirement Savers IRA accounts with us that you have linked to the Service.

Limitations on Online Transactions. Individual or daily transfers between your accounts with us may be made in any amount not exceeding the available balance (subject to verification) in your account from which the transfer is made. If there are insufficient available funds in the account(s) from which you are requesting a funds transfer the transfer will not be initiated and you will receive notification that the transfer was rejected. However, if the account to be debited is your checking account and you have linked that checking account to an Overdraft Line of Credit for overdraft protection purposes we may cover the amount of the transfer to the extent your Overdraft Line of Credit is then available and in accordance with any agreement covering that overdraft protection service.

Online Bill Pay Transactions. If you enroll in our E-Pay Service ("E-Pay"), you may perform a wide variety of services, including the following electronic fund transfers (each, an "E-Pay Transaction") from a checking account that is linked to the Service and that you have designated as your "Payment Account":

Payments (Generally): You may use E-Pay to send payments from your Payment Account. Payments will be sent on the same day that you provide us with instructions for payment ("Payment Instructions") if we receive your Payment Instructions by 1:00 PM Eastern Time. You may also make payments on a future date, or on a recurring basis in accordance with your Payment Instructions. Payments will be made on calendar days in accordance with your Payment Instructions, or on the preceding business day if the scheduled payment date falls on a weekend or a holiday.

Future Payments: You may use E-Pay to schedule payments on any future business day (up to 364 days in advance).

Recurring Payments: You may schedule automatic, recurring future payments. These payments must be for the same amount and may be made on a weekly, biweekly, monthly or other periodic basis according to your Payment Instructions. Payments will be made on calendar days according to your Payment Instructions, or on the preceding business day if the regularly scheduled payment day falls on a weekend or a holiday.

All Payment Instructions are subject to verification and review by us.

Limitations on E-Pay Transactions. If the available balance (as determined in accordance with the Bank's Funds Availability Policy)

in your Payment Account is not sufficient to make the requested payment we will not make the requested payment. However, if you have linked the Payment Account to an Overdraft Line of Credit for overdraft protection purposes we may cover the amount of the payment to the extent your Overdraft Line of Credit is then available and in accordance with any agreement covering that overdraft protection service.

Please see *Part IV* of this EFT Agreement for information regarding limitations on the frequency of transfers.

General Limitations. We reserve the right to limit, without notification to you, the frequency and dollar amount of transactions from your account for security reasons, or if the requested transaction appears to be fraudulent or erroneous.

Salisbury Bank Fees. There are no fees for using the Services or E-Pay.

Terminating Online Banking. You may terminate your use of the Service or your use of E-Pay at any time by informing us in writing at:

Salisbury Bank and Trust Company
Attention: E-Banking Department
P.O. Box 757
Canaan, CT 06018-0757

IV. GENERAL PROVISIONS

The provisions contained in this Part IV apply to all electronic funds transfer services covered by this EFT Agreement.

Limitations on Frequency of Transfers. In addition to the limitations on transfers described elsewhere in this EFT Agreement, the following limitations apply:

- Transfers or payments from a savings account or money market account to another account or to third parties by check, Debit MasterCard® (or similar order), preauthorized, automatic, or telephone transfer or by Online Transactions or E-Pay Transactions are limited to six (6) per statement cycle period.

For security reasons there may be other limits on the number of electronic fund transfers you can make.

Fees. Please see our separate Fee Schedule for information about Salisbury Bank fees that may apply for electronic fund transfers.

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Business Days. For purposes of this EFT Agreement, our business days are Monday through Friday. Saturday, Sunday, and holidays are not included.

Documentation.

- Terminal transfers. You can get a receipt at the time you make any transfer to or from your account from one of our ATMs or from a point-of-sale terminal.
- Periodic statements. You will get a monthly account statement from us for your checking, Health Savings Account, statement savings, and money market account(s), unless there are no transfers in a particular month. In any event, you will get a statement at least quarterly. If you sign up for e-statements, a notification will be sent to the e-mail address that we have on file when your electronic statement is available.
- Passbook credits. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

Financial Institution's Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the money in your account is subject to legal process or other claim restricting such transfer.
- (3) If your account is closed, or if it has been frozen.
- (4) If the account has a "hold" on it for the amount of all or part of the funds necessary to make the transfer.
- (5) If you have an Overdraft Line of Credit and the transfer would go over the credit limit.
- (6) If we reasonably suspect that you, or anyone authorized by you, commits any fraud or violates any law or regulation or that a transfer has not been properly authenticated.
- (7) If the ATM where you are making the transfer does not have enough cash.
- (8) If the terminal or system (including, without limitation, your computer or your Internet access through your Internet Service Provider) was not working properly and you knew or reasonably should have known about the breakdown when you started the transfer.
- (9) If the payee mishandles or delays a payment sent by the system.
- (10) If circumstances beyond our control (such as fire, flood, natural disasters, weather emergencies, interruption in the provision of governmental services or the interruption of business activities in the locales where our facilities or service providers are located due to civil unrest, war, governmental restrictions acts of God,

or other force majeure events) prevent the transfer, despite reasonable precautions that we have taken.

- (11) There may be other exceptions stated in our Personal Deposit Account Agreement and/or our Personal E-Banking Services Agreement with you.

IF A BONA FIDE ERROR RESULTED IN OUR FAILURE TO MAKE THE TRANSFER, DESPITE OUR MAINTENANCE OF PROCEDURES REASONABLY ADAPTED TO AVOID SUCH ERRORS, WE WILL ONLY BE LIABLE FOR YOUR ACTUAL DAMAGES THAT YOU CAN PROVE. IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

Preauthorized Transfers - Right to Stop Payment; Procedure For Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: call or write to us at the contact points listed in the "Bank Contact Information" section at the end of this EFT Agreement in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you our standard fee for each stop payment order you give. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Notice of Varying Payment Amounts. If you have arranged for periodic electronic payments from your account that vary in amount, the person you are going to pay will tell you, 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the electronic payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- (1) Where it is necessary for completing transfers; or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau, merchant, or E-Pay Transaction Payee; or
- (3) In order to comply with government agency, court order or lawful subpoena; or
- (4) To government officials in connection with suspected violations of law; or
- (5) To our employees (including for the purpose of pursuing or disposing of disputes or claims involving your accounts), agents,

auditors, or attorneys in the course of and only to the extent necessary to fulfill their official duties; or

- (6) To collection agencies and other third parties if you owe us money and we must take legal action to get it; or
- (7) To a holder of one of your checks whether it would be paid if presented at the time of request; or
- (8) If the information does not identify you or your account; or
- (9) If you give us written permission (which permission shall expire after 45 days); or
- (10) Where otherwise required or permitted under applicable law, or as explained in our Privacy Disclosure.

Consumer Liability. You will be liable for unauthorized transfers to the extent allowed by applicable law.

Tell us AT ONCE if you believe your Card and/or any access code (such as your Card PIN or your User ID and/or Password for use with our E-Banking Service) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum Overdraft Line of Credit). If you tell us within two (2) business days after you learn of the loss or theft of your Card and/or access code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card and/or access code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. **Special rule for Massachusetts residents:** You can lose no more than \$50, regardless of when you notify us of the loss or theft of your card and/or code.

Also, if your statement shows transfers that you did not make, including those made by Card, access code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

Contact in Event of Unauthorized Transfer

If you believe your Card and/or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, either call us immediately at: (860) 435-9801 or toll-free at (800) 222-9801.

You can reach us at this telephone number Monday through Friday, 9:00 AM to 5:00 PM or Saturday 9:00 AM to 12 Noon, Eastern Time.

or write us at:

Salisbury Bank and Trust Company
Attention: E-Banking Department
P.O. Box 757
Canaan, CT 06018-0757

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

Error Resolution Notice. In Case of Errors or Questions About Your Electronic Transfers, call or write us at the telephone number or address listed in the Bank Contact section at the end of this EFT Agreement, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Amendments. This EFT Agreement may be amended from time to time by the Bank or by mutual agreement of the Bank and you. The Bank shall give you notice of any amendment made by the Bank unilaterally, which notice may be provided electronically (if you have agreed to receive notices from us electronically) or in writing. Any amendment made by mutual agreement shall be expressed in a written agreement signed by both of us.

Termination. You may terminate this EFT Agreement by giving us ten (10) business days advance written notice or by closing your account(s) to which this EFT Agreement applies. Termination of this EFT Agreement will not affect previous transactions, or your obligations under this EFT Agreement. Termination will, however, terminate your ability to use your ATM card and/or Debit MasterCard®, and we will make no further preauthorized payments from your account. You agree to return your Card to us if either you or we terminate this EFT Agreement or otherwise cancel your services. If you terminate this EFT Agreement, and you have arranged preauthorized transfers involving third parties, you are responsible for informing them that the transfers will cease.

Severability. If any provision(s) of this EFT Agreement shall for any reason, including under any Applicable Law, be held to be invalid, illegal or unenforceable, the remaining provisions of this EFT Agreement shall remain in full force and effect.

Section Headings. The headings used in this EFT Agreement are for convenience only. They do not limit or define your or our rights or obligations under this EFT Agreement.

Singular and Plural. Unless it would be inconsistent to do so, words and phrases used in this EFT Agreement should be construed so that the singular includes the plural and the plural includes the singular.

Additional Information Required By Massachusetts Law

- (1) Any documentation provided to you that indicates an electronic funds transfer was made to another person shall be admissible as evidence of the transfer and shall constitute prima-facie proof that the transfer was made.
- (2) Except as otherwise provided in this EFT Agreement, the initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.

Unless otherwise provided in this EFT Agreement, you may not stop payment of an electronic funds transfer. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

BANK CONTACT INFORMATION

This is the address and telephone number to use to request a stop payment order of a preauthorized payment or to report a lost or stolen card or PIN, an unauthorized transfer, or an error:

Salisbury Bank and Trust Company
Attention: E-Banking Department
P.O. Box 757
Canaan, Connecticut 06018-0757

Phone: (860) 435-9801
Toll-Free: (800) 222-9801

You can reach us at this telephone number Monday through Friday, 9:00 AM to 5:00 PM or Saturday 9:00 AM to 12 Noon, Eastern Time.

Funds Availability

Your Ability to Withdraw Funds

Salisbury Bank and Trust Company's ability to withdraw funds policy applies to all accounts.

SAME DAY AVAILABILITY

Funds from the following deposits will be available on the day of your deposit: Electronic Direct Deposits; Cash; and Wire Transfers.

NEXT DAY AVAILABILITY

Our policy is to make funds from your check deposits, or deposits of checks or cash that you make at one of our ATMs, available to you on the first business day after the day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that 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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 PM (or before 2:00 PM at one of our ATMs) 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 4:00 PM (or after 2:00 PM at one of our ATMs) or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. 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 \$100 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, 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.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.

- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of 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.

HOLDS ON OTHER FUNDS (OTHER ACCOUNT)

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

HOLDS ON OTHER FUNDS (CHECK CASHING)

If we cash a check for you that is drawn on another bank we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 calendar days after your account is open. An account is not considered new if each customer on the account has had, within 30 calendar days before the account is established, another account with us for at least 30 calendar days.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of treasurer's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

RESERVATION OF REGULATION D RIGHTS FOR CERTAIN WITHDRAWALS

As is disclosed in the Terms and Conditions of Your Account, we may require not less than 7 days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Federal Reserve Regulation D.

Personal E-Banking Services Agreement and Disclosure

PLEASE READ THESE TERMS CAREFULLY. BY ENROLLING IN THE SERVICE YOU AGREE TO THE TERMS AND CONDITIONS ON THE SIGNUP PAGE. BY USING THE PERSONAL E-BANKING SERVICE YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. Scope of Agreement. This Personal E-Banking Services Agreement (the "Agreement") governs your use of Salisbury Bank and Trust Company's Personal E-Banking Service (the "Service") as well as any transactions that you may initiate or request through the Service (the "Online Transactions"). By subscribing to, or using, the Service, you agree to the terms and conditions in this Agreement and (after their effective date) any changes in such terms and conditions, as they apply to the use of the Service by you and any others whom you permit to use the Service. By using the Service you consent to the electronic transmission of your financial information. Your consent will be deemed effective for as long as you use the Service.

This Agreement does not cover transfers you may make at one of our branch locations, through an automated teller machine ("ATM") or through a telephonic individual voice response system (an "IVR"). This Agreement also does not cover online transactions for commercial, small business, non-profit or public entity customers. We are providing you with this Agreement in accordance with, and it is subject to, Applicable Law.

2. Definitions. In this Agreement, the following definitions apply:

- (a) The words "you" and "your" mean a Bank customer that has enrolled in the Service for use in connection with his/her Accounts established primarily for personal, family or household purposes.
- (b) The words "we", "us", "our" and "Bank" mean Salisbury Bank and Trust Company.
- (c) The word "Account(s)" means any Deposit Account(s) and/or Loan Account(s) that you may have with us.
- (d) The words "Account Agreement(s)" mean the terms and conditions of any Loan Account Agreements, Deposit Account Agreements and any other agreements, security instruments, disclosures, or other documents regarding your Loan Accounts and/or Deposit Accounts that you may have with us, each as may be amended from time to time.
- (e) The words "Applicable Law" mean laws of the State of Connecticut and, to the extent applicable, federal laws and regulations.
- (f) The word "Computer" means your computer or other Internet access device, any software, and the related equipment.
- (g) The words "Deposit Account(s)" mean any checking account, Health Savings Account, money market account, savings account,

certificate of deposit, individual retirement account, or other deposit account that you have with us, that was established primarily for personal, family or household purposes.

- (h) The words "Deposit Account Agreement(s)" mean the Bank's Personal Deposit Account Agreement, Electronic Funds Transfer Agreement, Fee Schedule, Funds Availability Policy and Truth in Savings Disclosure each as amended from time to time.
- (i) The words "Fee Schedule" mean the Bank's Fee Schedule applicable to Deposit Accounts opened for personal, family and/or household purposes, as amended from time to time.
- (j) The words "Linked Accounts" mean:
 - i. Deposit Accounts on which you are either:
 - 1. An individual owner; or
 - 2. A joint owner entitled to individually withdraw all of the funds in the account at any time; or
 - ii. Loan Accounts on which you are a borrower that you have linked to the Service.
- (k) The words "Loan Account(s)" mean any home equity line of credit, home equity loan, installment loan, demand loan, Overdraft Line of Credit, or mortgage that you maintain with us that was established primarily for personal, family or household purposes.
- (l) The words "Loan Account Agreement(s)" mean the promissory notes, line of credit agreements, mortgages, security instruments, and any other documents, disclosures, or agreements that you execute or otherwise agree to that establish your rights and responsibilities under, and otherwise provide the terms and conditions of, your Loan Accounts with us.
- (m) The words "Transfer Instructions" mean the information you provide to us through the Service regarding the amount of funds that you would like to transfer between your Linked Accounts using the Service.

Any terms that are not defined in this Agreement have the same meaning as in your Account Agreements, each as may be amended from time to time.

3. Related Agreements. In addition to this Agreement, your Linked Accounts are also governed by the terms and conditions of any Account Agreements provided to you regarding your Accounts with us.

The terms and conditions of your Account Agreements, each as may be amended from time to time, are incorporated into this Agreement by their reference herein. This Agreement amends and supplements the terms and conditions of your Account Agreements as it regards the Service and any Online Transactions that may be initiated through the Service. Should there be any conflict between the terms and conditions of this Agreement and your Account Agreements, this Agreement shall control to the extent of the inconsistency.

4. You Agree. You may use the Service to perform certain Online Transactions as described below. By using the Service, you agree to the terms and conditions in this Agreement, and (as of their effective date) any changes in such terms and conditions that apply to the use of the Service by you and any others whom you permit to use the Service. If you do not agree with the terms and conditions contained in this Agreement (as may be amended from time to time), you may not use the Service. By using the Service, you consent to the electronic transmission of personal financial information. Your consent will be deemed effective for as long as you use the Service.

If you have linked a jointly owned Deposit Account to the Service you understand and agree that each joint owner will be jointly and severally liable under this Agreement and that we may act on the instructions of any joint owner concerning the Deposit Account without the consent of any other person.

5. Computer Requirements. In order to use the Service, you will need the type of computer and related equipment described to you during the enrollment process. You are responsible for the installation, maintenance and operation of your Computer. We are not responsible for any errors or failures caused by any malfunction of your Computer, and we are not responsible for any computer virus or related problems that may be associated with the use of the Service, your Computer or other Internet access. We encourage you to routinely scan your Computer using reliable virus protection products, and to remove any viruses found using such products.

You are also responsible for all telephone and other similar charges incurred in connecting to the Service and for charges by any Internet service provider you utilize to obtain access to the Internet.

From time to time we require that you upgrade or install software to your Computer in order to ensure the proper operation of the Service. You agree to promptly load any such upgrades or additional installations upon our notice to you.

The Service uses our proprietary software and/or the proprietary software of our licensors. If we have provided you with software to use with the Service, you are being granted a non-exclusive, non-transferable license to use this software and only for your personal, non-business use as provided in this Agreement. You may not disassemble, de-compile, copy, modify, reverse engineer, sell or distribute any of the Service or information or allow anyone else to do so.

The Service gives you access to services and information which may be presented with a distinctive "look and feel." These services, information and "look and feel" are our proprietary property and/or the proprietary property of our service provider(s). You may not reproduce, sell or distribute all or any portion of the Service.

6. Enrolling in and Use of the Service. To enroll in the Service, you must maintain at least one Account with the Bank. You may enroll in the Service by completing an online application that may be accessed at www.salisburybank.com. During the application you will be asked to provide your:

- (a) Name;
- (b) Address;
- (c) Telephone Number;
- (d) E-mail Address;
- (e) Social Security number; and
- (f) At least one Account number.

If your application is approved, you will be assigned a temporary User ID and Password. The next time you logon you will be asked to choose a new Password to continue. You agree that when you change your User ID and/or Password, you will do so in accordance with Section 7 of this Agreement and any other guidance or instructions that we may provide to you under this Agreement or that may be posted on the Service.

Your enrollment in the Service may not be approved if we cannot verify your identity or other necessary information. You agree that we may obtain financial information regarding your Account from another financial institution (for example, to resolve payment posting issues or for verification purposes). We also reserve the right to verify any of the information you provide to us in connection with the Service.

7. Your User ID and Password. You understand and agree that your User ID and Password are exclusively for your use to authenticate you to us when using the Service. You agree that we may rely on your User ID and Password to identify you when you use the Service, and to consider it as the equivalent of your signature authorization for any Online Transactions that you initiate through the Service.

You may change your User ID and Password at any time. When doing so, you agree that you will not use combinations that are easily guessed (such as your birth date, phone number, or social security number) and to otherwise comply with Section 8 of this Agreement. You also agree to follow any requirements that we may have for your User ID and Password (for example, if we have a minimum number of characters, require that a particular letter character be capitalized, or require one of the characters to be a number). We will inform you of any such requirements when changing your User ID and Password in the Service.

Except as is more fully discussed elsewhere in your Account Agreements, you understand and agree that you are responsible for all transfers and payments made through the Service. You also acknowledge and agree that if you permit (an)other party(ies) to use your User ID and Password to access the Service, or otherwise authorize them to use the Service, you are responsible for any and all Online Transactions that such party(ies) makes from your Account, even if it exceeds your authorization. You understand and agree that we may follow and comply with any Transfer Instructions entered using your User ID and Password.

8. Security Procedures. You agree to adhere to the following minimum security procedures when using the Service:

- (a) **Encryption:** In an effort to provide the highest degree of confidentiality and security, the Bank recommends the use of

browsers that provide encryption using a 128-bit key. The higher the level of encryption, the harder it is for unauthorized parties to read the information. Commercial off-the-shelf browsers typically support 40-bit encryption; however, many browser suppliers (Netscape and Microsoft) offer special 128-bit encryption versions, available for download from their respective websites. The Bank recommends that customers protect their financial information by using the most secure encryption possible. The Bank is not liable for losses resulting from the use of less than 128-bit encryption. If you elect to use a browser with less than 128-bit encryption, this implies your acceptance of this risk.

- (b) **User ID and Password:** You agree not to share your User ID or Password with anyone, and not to store such information in a conspicuous place. If you permit other persons to use your User ID and Password to access the Service, you are responsible for any resulting Online Transactions from your Accounts. We will not be liable for and will not reimburse you for any losses that may occur as a result of use of your User ID and Password by persons you have authorized. If your User ID or Password are entered incorrectly on three (3) consecutive access attempts, your access to the Service will be blocked. If this occurs please contact us at the phone number listed in Section 22 to have your User ID and/or Password reset.
- (c) **Multi-Factor Authentication:** You acknowledge that, in addition to the use of individual User ID and Passwords, access to the Service includes a multi-factor authentication security procedure at log-in. This additional security procedure involves an additional credential that is in addition to User ID and Password security (hereinafter "Enhanced Log-in Security"). Enhanced Log-In Security uses a second factor of identity authentication that may include, but is not limited to, additional log-in security features such as identification and verification of IP addresses, access filters and other information. Enhanced Log-In Security will require you to establish and utilize, in addition to a User ID and Password, your own individual authentication through the use of personal identifying questions and image verification as part of a multi-part credential. These access identities are used by the Bank to authenticate you. Further authentication may occur automatically due to the detection of unusual source occurrences in relation to your access identity.
- (d) **Third Party Computers; Public Use:** You agree that if you access the Service from a Computer other than your own (such as a public computer terminal at a library) or if you use your Computer in a public location (such as a Wi-Fi enabled café), you will not leave it unattended while using the Service. You also agree that, in such situations, you will always end your session by clicking on the EXIT button located in the upper right hand corner of the screen.
- (e) **Clear Your Cache:** You agree to clear your browser's cache on a regular basis in order to remove copies of web pages that may be temporarily stored on your system.

The Bank will not be liable to you for any losses that may result from your failure to follow these security procedures.

9. Online Transactions. You can use your Computer, User ID and Password to access the Service 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods. These maintenance periods are scheduled approximately once per month. We reserve the right to reschedule these maintenance periods at any time and without advance notice to you. Additionally, we reserve the right to change the scope of the Service or to block the scope of the Service (in each case, without advance notice to you) to maintain or restore security to our Web Site and systems if we reasonably believe your User ID and Password has been or may have been obtained and/or used by an unauthorized person(s).

Using the Service, you may perform the following Online Transactions:

- (a) **Account Inquiries:** You may review information regarding your Linked Accounts through the Service, including information on your Account transactions occurring during the last thirty (30) days. Any balances shown will include a date as of which the balance is shown. This balance may not be your actual available balance, and it may include deposits that are still subject to verification by us. The balance shown may also differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, items in process or charges.
- (b) **Check Image Retrieval:** You may view and print the front and back of available digital images of checks that have been paid from your Deposit Accounts that are Linked Accounts.
- (c) **Loan Account Payments:** You may provide us with Transfer Instructions requesting that we transfer funds from your Deposit Accounts (other than Certificates of Deposit, Health Savings Accounts, Individual Retirement Accounts ("IRAs") and Passbook Accounts) that are Linked Accounts to the Service to make payments on those Loan Accounts you have with us that are Linked Accounts. Please limit the number of payments made from your savings or money market accounts in accordance with the transaction limitations for these accounts discussed in your Account Agreement.
- (d) **Transfers:** You may provide us with Transfer Instructions requesting that we make one time or recurring transfers of funds between your Linked Accounts. This includes transfer of funds on deposit between your Deposit Accounts (other than Certificates of Deposit, IRAs [although our Retirement Savers IRA permits transfers] and Passbook Accounts), as well as advances from your line of credit accounts to one or more Deposit Accounts (other than Certificates of Deposit, IRAs [although our Retirement Savers IRA permits transfers] and Passbook Accounts).
- (e) **Stop Payments:** You may request stop payment orders on checks drawn on your Deposit Accounts. Stop Payment orders are subject to verification by the Bank. There is a Stop Payment Service Fee for each Stop Payment order. The amount of this fee is disclosed in the Bank's Fee Schedule.

- (f) **E-Pay:** We also offer an electronic method that allows you to schedule bill payments through the Internet. You must be enrolled in the Service to enroll in the E-Pay service. You must separately enroll to use the E-Pay service. Your use of the E-Pay service is subject to the terms and conditions found in Appendix A to this Agreement (the "E-Pay Terms and Conditions"). If enrolled, you understand and agree that the E-Pay Terms and Conditions are incorporated into and are considered part of this Agreement.

When you provide us with Transfer Instructions requesting either a Loan Account Payment or a Transfer between Accounts, you authorize us to withdraw (or advance, in the case of a Loan Account) the necessary funds from the Account that you designate. You will not be able to cancel Transfer Instructions for one-time Online Transactions once they are submitted. You agree that you will instruct us to make a withdrawal only when a sufficient balance (or available credit) is or will be available in the Account at the time of the transaction. We will not be obligated to act on Transfer Instructions if there are not sufficient funds available (as determined in accordance with the Account Agreements) to complete the transaction at the designated time. However, if you have linked your Account to an Overdraft Line of Credit for overdraft protection purposes, we may cover the amount of your Online Transaction to the extent your Overdraft Line of Credit is then available and in accordance with any agreement covering that overdraft protection service.

If you request an Online Transaction to occur on a weekend or a holiday, it will occur on the next business day.

Your ability to perform these Online Transactions is subject to the limitations described in your Account Agreements. We may, from time to time, introduce new types of Online Transactions. We will provide you with notice of these new transaction types to the extent and in the manner required by Applicable Law. We will update this Agreement to incorporate these new transaction types. Your use of the new transactions will signify your acceptance of the terms and conditions governing the new transaction types.

Any transfers made from or between your Accounts with us through the Service will appear on your monthly Account statement. You agree to review your statement promptly and in accordance with your Account Agreements. You must tell us at once if your statement shows any Online Transactions that you did not authorize.

10. Account Information. Account information displayed through the Service is the current information as of the time indicated by the Service.

11. Electronic Mail. Because normal Internet e-mail transmissions may not be secure, you agree to log into the Service and contact us electronically only through the secure messaging service that we make available to you for any inquiries or requests that you may have regarding your Accounts. We cannot otherwise act on instructions sent by you from an external e-mail address except through the secure messaging service that we make available to you through the Service. We will not immediately receive e-mail that you send. Therefore,

you should not rely on e-mail if you need to communicate with us immediately (for example, to report a lost or stolen ATM or debit card and/or Password, to report an unauthorized transaction from one of your Deposit Accounts, or to report an error on your statement). We will not take actions based on your e-mail requests until we actually receive your message and have a reasonable opportunity to act.

12. Hyperlinks. The Bank may elect to display one or more hyperlinks on its Service web site from time to time. A hyperlink is any highlighted words or phrases in a document that allow you to click through to another section of the same document or to another document on the Internet. A hyperlink may allow you to click through to a third party web site over which we have no control. The Bank specifically disclaims any responsibility for the content, products and services provided at linked third party web sites. The Bank is not liable for any failure of the products or services advertised on third party web sites. You should be aware that third party web sites may have privacy policies that differ from the Bank's Privacy Policy; it is your responsibility to review privacy policies at the linked third party web sites to determine whether those policies are acceptable to you. The linked third party web sites may provide less security than the Bank's web site.

13. Limit of Our and Other Providers' Responsibilities. We agree to make reasonable efforts to ensure the full performance of the Service. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of any messages or Transfer Instructions you send. We are not responsible for any losses or delays in transmission of Transfer Instructions arising out of the use of any Internet service provider, your connection to the Internet, or caused by your Computer or by any browser software installed thereon.

Our sole responsibility for an error in an Online Transaction will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. If a court finds that we are liable to you because of our actions or inactions under or in connection with this Agreement, you may recover from us only your actual damages in an amount not to exceed the total fees and charges paid by you to us under and in connection with this Agreement during the preceding six (6) months. You agree that this dollar limitation is reasonable, to the extent permitted by Applicable Law. Our liability is further limited as set forth in the Account Agreements. In states which do not allow the exclusion or limitation of liability for indirect, special incidental or consequential damages, our liability is limited to the maximum extent permitted by Applicable Law. We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of the Service. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF A THIRD PARTY OR PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW.

14. Limits on our Liability to You. In addition to any other limitations on our liability found in this Agreement or the Account Agreements, you understand and agree that we will not assume responsibility for losses and damages that occur:

- (a) If you have not properly followed the instructions that we provide on how to make an Online Transaction;
- (b) If there is a delay or interruption in our provision of the Service or in the execution of Online Transactions you request due to the acts of so-called hackers or crackers, viruses, or denial of service attacks;
- (c) If there is any loss, damage or injury resulting from (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your telephone company or from deficiencies in your line quality; (iii) any defect or malfunction of your Computer; (iv) an interruption of the service provided by your Internet Service Provider; or (v) any other loss of communications services, including, without limitation, cable and satellite services;
- (d) If we decline or are unable to process an Online Transaction because we have a reasonable basis for believing that, through no fault of ours, an unauthorized use of your User ID, Password, or Account(s) has occurred or may be occurring; and
- (e) IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY LOSS INCURRING, WITHOUT LIMITATION, LOSS OF DATA, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HERE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY, OR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION OR LIMITATIONS MAY NOT APPLY TO YOU.

15. Address Changes. We will rely on your address and e-mail address as it appears in our records and as you provided to us when enrolling in the Service. If you change your e-mail address, you are responsible for advising us of the change. To change either your mailing or e-mail address with us, you must notify us in writing at the address provided in Section 22 of this Agreement.

16. Fees. Any fees and charges that we may assess in connection with the Service are set forth in our Fee Schedule. You agree that we may change the terms of the Fee Schedule at any time. You will be notified of any changes in these fees to the extent and in the manner required by Applicable Law.

17. Assignment and Delegation. You may not assign this Agreement, or otherwise delegate your responsibilities under this Agreement, in whole or in part, to any third party. We may, in our sole discretion and at any time, assign this Agreement, in whole or in part, or delegate any of our rights and responsibilities under this Agreement to any third party or entity, including parties that are our affiliates.

18. No Waiver. No delay or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion shall constitute a waiver of that power, right, remedy or obligation on any later occasion. No such delay or waiver by us is effective unless it is in writing and signed by us.

19. Severability. If any provision of this Agreement is held void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will be considered enforceable to the extent permitted by such court or agency, and the remainder of that provision shall no longer be treated as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

20. Entire Agreement. This Agreement, as may be amended by us from time to time, is the entire Agreement between you and us regarding the Service and it supersedes any and all prior communications and prior agreements between you and us with respect to same. We will provide you with notice of any amendment to this Agreement as may be required by Applicable Law.

21. Termination. Your right to terminate the Service is disclosed in your Account Agreements with us. We may terminate your use of the Service (a) if you have failed to log-in to the Service for a period of 180 consecutive days or (b) at any other time for any or no reason. We will provide you notice of such termination to the extent and in the manner required by Applicable Law. If we terminate your access to the Service you understand that any future-dated recurring transfers or any future-dated recurring or one-time transactions to be made through the E-Pay Service scheduled for after the date of termination will not be made.

22. Notices. Except as otherwise provided in this Agreement or in your Account Agreements, all notices required to be sent to you will be effective when we mail or transmit them to you. We will send all notices to the last known address (or e-mail address, if the notice is sent electronically) that we have on file for you. You must inform us of any changes in your mailing address or e-mail address. Any changes to your address, e-mail address and/or other contact information should be sent to the following address:

Salisbury Bank and Trust Company
Attention: E-Banking Department
P.O. Box 757
Canaan, CT 06018-0757

Phone Number: (860) 435-9801
Toll-Free: (800) 222-9801

APPENDIX A

E-PAY TERMS AND CONDITIONS

1. Separate Enrollment Required. To use the E-Pay Service ("E-Pay"), you must complete an application online or in person. When your application is accepted, we will send you further instructions with regard to the use of E-Pay. Before you use E-Pay, you should read the Agreement, these E-Pay Terms and Conditions, and any instructions we send you which describe E-Pay in greater detail. Your use of any E-Pay Transaction (as defined below) means that you agree to the Agreement, these E-Pay Terms and Conditions, and the instructions we will provide to you, each as may be amended from time to time.

2. Other Agreements. In addition to these E-Pay Terms and Conditions, your use of E-Pay is also subject to the terms and conditions of the Agreement and your Account Agreements, each as may be amended from time to time. Any terms not defined in these E-Pay Terms and Conditions shall have the meaning given to them in either the Agreement or the Account Agreements. Should there be any conflict between these E-Pay Terms and Conditions and the terms and conditions of either the Agreement or your Account Agreements, these E-Pay Terms and Conditions shall control to the extent of the inconsistency.

3. Payment Account. E-Pay is available only for use with a checking account (including a Health Savings Account) that (a) is a Linked Account and (b) you designate as your "Payment Account." By enrolling, you represent and warrant that your Payment Account is (a) maintained for personal, family or household purposes and (b) does not require two or more signatures to withdraw funds.

4. Payees. You may use E-Pay to make payments to any person or business in the United States (each, a "Payee"). You must provide us with the name, address and telephone number of your Payees, along with any account number you have with the Payee. By providing us with this information you authorize us to follow your instructions for E-Pay Transactions (such instructions referred to hereinafter as "Payment Instructions") to these Payees. You are solely responsible for maintaining the current address and account number information for each Payee that you designate.

5. Eligible E-Pay Transactions. Once your application is accepted, you can perform the following transactions (each, an "E-Pay Transaction") from you Payment Account through E-Pay:

(a) Payments (Generally): You may use E-Pay to send payments from your Payment Account. Payments will be sent on the same day that you provide us with Payment Instructions if we receive your Payment Instructions by 1:00 PM Eastern Time. You may also make payments on a future date, or on a recurring basis in accordance

with your Payment Instructions. You may enter Payment Instructions 24 hours a day, 7 days a week subject to system availability as described in the Agreement. Payments will be made on calendar days in accordance your Payment Instructions, or on the preceding business day if the scheduled payment date falls on a weekend or a holiday. All Payment Instructions are subject to review and verification by us.

- (b) Future Payments:** You may schedule payments on any future business day (up to 364 days in advance). We shall complete the payment, provided there are sufficient funds available in your Payment Account.
- (c) Recurring Payments:** You may schedule automatic, recurring future payments. These payments must be for the same amount and may be made on a weekly, biweekly, monthly or other periodic basis according to your scheduling. Payments will be made on calendar days according to your Payment Instructions, or on the preceding business day if the regularly scheduled payment day falls on a weekend or a holiday.

You may also use E-Pay to review, change and cancel payments, or to inquire about their status. You must do so before cut-off times that we establish and post on the E-Pay system.

WE RESERVE THE RIGHT TO REFUSE TO HONOR PAYMENT INSTRUCTIONS THAT REASONABLY APPEAR TO US TO BE FRAUDULENT OR ERRONEOUS.

6. Limitations. In addition to other limitations specified in the Agreement or these E-Pay Terms and Conditions, your E-Pay transactions are limited by and subject to the terms set forth below:

- (a) Payment Account Must Be in Good Standing:** You must maintain your Payment Account in good standing with us in order to perform transactions through E-Pay. If your Payment Account is closed for any reason, we will automatically terminate your right to use E-Pay. Additionally, if the available balance (as determined in accordance with the Bank's Funds Availability Policy) in your Payment Account is not sufficient to make the requested payment we will not make the requested payment. However, if you have linked the Payment Account to an Overdraft Line of Credit for overdraft protection purposes we may cover the amount of the payment to the extent your Overdraft Line of Credit is then available and in accordance with any agreement covering that overdraft protection service.
- (b) Limitation on Transfers:** For security reasons, we may limit the frequency and dollar amount of E-Pay transactions from your Payment Account.
- (c) Limitations on Payees:** Only Payees with United States addresses may be paid using E-Pay. We reserve the right to refuse to pay certain Payees.

(d) Prohibited Payments: You agree not to make payments to government agencies, tax payments, or any court ordered payments (such as alimony or child support payments) through E-Pay.

7. Debits from your Payment Account. By providing us with Payment Instructions, you authorize us to debit the Payment Account for the amount of the E-Pay Transaction. You agree to have enough available funds in your Payment Account to complete the payment and understand that other transactions will affect account balances. We will not be obligated to act on any Payment Instruction from you if there are insufficient available funds in the Payment Account. If you have an Overdraft Line of Credit or savings account linked to your Payment Account for overdraft protection purposes, we will use available funds in that account to cover Payment Instructions to the extent your Overdraft Line of Credit or savings account is then available.

After we receive your Payment Instructions authorizing payment to any Payee, the payment will be scheduled to be made either electronically or by a check drawn on your Payment Account. E-Pay will indicate whether the payment will be made electronically or by check. If the payment will be made electronically, the payment amount will be debited from your Payment Account at the time of payment. If the payment will be made by check, the payment will be debited when the check clears your Payment Account.

8. Timing of E-Pay Payment Instructions. Payment Instructions for E-Pay Transactions that will be made electronically should be received at least four (4) business days before the business day on which a payment is due. Payment Instructions for E-Pay Transactions that will be made by check should be received at least seven (7) business days before the date on which a payment is due. You can determine the method of payment by reviewing the online Payee information in the E-Pay system. In order for a Payment Instruction to be considered received on a specified date, it must be received prior to 1:00 PM Eastern Time. Payment Instructions received after this deadline or on weekends or holidays will be considered received on the next business day. We are not responsible for delays in delivery of payments caused by the U.S. Postal Service. We will not be responsible for any loss that you may incur as a result of a late payment if your Payment Instructions are not received by the time periods described in this Section. Any late payment or finance charges that may be imposed by a Payee are your responsibility.

9. Stopping E-Pay Transactions. If you have transmitted Payment Instructions, you may use E-Pay to cancel or edit the payment (if, for example, a payment date has not yet arrived or a payment amount is incorrect) if the cancellation or editing request is transmitted by 3:00 AM, Eastern Time of the payment date. The payment date is the day on which you have scheduled the payment to be made. Once an electronic payment has been made, payment cannot be stopped. If the payment was requested between 3:00 AM and 1:00 PM, Eastern Time on the payment date, the payment will be made at 1:00 PM

Eastern Time and can be cancelled at any time up to 1:00 PM, Eastern Time. You will be responsible for the payment if the stop payment request is not processed within these time periods and in accordance with the E-Pay instructions.

10. Modification. We may modify the E-Pay services from time to time in accordance with Applicable Law. Additional services or accounts may become accessible through E-Pay in the future. As each becomes available, you will be provided with a description of each such service or account and fees.

11. Suspension and Termination. Your ability to use E-Pay services may be suspended (in whole or in part) or terminated by us at any time. We will give you notice of the suspension or termination of E-Pay to the extent and in the manner required by Applicable Law. You may terminate your use of E-Pay at any time, although we will require that you put your request in writing. If you or we terminate your Personal E-Banking Services and/or your E-Pay services, we reserve the right to stop making transfers and bill payments you have previously authorized. We will have no liability, however, for payments we make before we have had a reasonable opportunity, but not less than two (2) business days, to act on your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your accounts, including any transfer or payments you have previously authorized.

12. No Waiver. No delay or waiver by us of any power, right, remedy or obligation under or in connection with these E-Pay Terms and Conditions on any one occasion shall constitute a waiver of that power, right, remedy or obligation on any later occasion. No such delay or waiver by us is effective unless it is in writing and signed by us.

13. Severability. If any provision of these E-Pay Terms and Conditions is held void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will be considered enforceable to the extent permitted by such court or agency, and the remainder of that provision shall no longer be treated as part of these terms and conditions. All other provisions of these E-Pay Terms and Conditions will, however, remain in full force and effect.

14. Entire Agreement. These E-Pay Terms and Conditions, as may be amended by us from time to time, represent the entire agreement between you and us regarding the E-Pay Service and it supersedes any and all prior communications and prior agreements between you and us with respect to same. We will provide you with notice of any amendment to these E-Pay Terms and Conditions as may be required by Applicable Law.

Fee Schedule

Effective July 1, 2010

ACH Stop Payment or Revocation	\$25.00
Account Reconciliation (First Time).....	No Charge
Account Reconciliation (Per Hour)	\$25.00
Account Closed - within 90 days.....	\$15.00
ATM Transaction Fee (Our locations)	No Charge
ATM Transactions at Foreign ATM - Cash Withdrawal or Balance Inquiry	\$1.00 ¹
ATM Card Replacement Fee (Express delivery additional charge)	\$10.00
Automatic Transfer Overdraft Protection (each transfer)	\$ 5.00
(Transaction Limitations apply for Savings and Money Market Accounts)	
Bank Audit Confirmation	No Charge
Certified Check.....	\$20.00
Check Protest Fee	\$25.00
Coin Processing Fee (Sorting/Counting) 8% of total counted or a minimum of	\$10.00
Collection of Coupons (Per envelope).....	\$20.00
Collections-Domestic/International (Per Item) plus correspondent bank fees.....	\$25.00
Duplicate/Special Monthly Statement Fee	\$ 5.00
Excess Withdrawal Fee (Per Item).....	\$20.00
Fax Transmission Fee via Bank-by-Phone.....	\$ 3.00
Foreign Draft	\$25.00
Holiday/Vacation Early Closure/Withdrawal Fee	\$10.00
IRA Annual Fee (With balance less than \$500.00)	\$25.00
IRA or Health Savings Closeout (Transfer to another institution).....	\$25.00
Legal Papers Process (Levies, Restraining Notices, Court Orders).....	\$100.00
Loan Coupon Book Replacement	\$ 5.00
Lost Night Depository Key	\$ 5.00
Lost Passbook Replacement Fee	\$10.00
Money Order Fee (\$2,500.00 limit)	\$ 2.00 ²
Money Order Stop Payment Service Charge	\$25.00
Night Deposit Regular Bag Fee (First bag free)	\$5.00
Night Deposit Locked Bag Fee (Non-refundable)	\$30.00
Notary Public Fee/per document	No Charge
Official Check Fee (Treasurer's)	\$ 2.00 ²
Official Check Stop Payment Service Charge	\$25.00
No stop payment will be accepted on an official bank check without an indemnity bond purchased at your expense in favor of the bank. There will be a 90 day waiting period before the check is reissued.	
Overdraft Paid Item Fee (Per item)	\$30.00 ³
Overdraft Return Item Fee (Per item)	\$30.00 ³
Over-the-Counter Temporary Check (Each Sheet).....	\$ 1.00
Purchase of International Currency.....	\$20.00
Express delivery additional charge plus correspondent bank fees	
Photocopy Fee Per Page	\$1.00

Research Fee Per Hour (1/2 hour minimum)	\$25.00
Returned Deposited Item Fee (consumer accounts with MA address \$5.15)	\$10.00
Signature Guarantee	\$ 5.00
Stop Payment (valid for 6 months and may be renewed one time at no charge)	\$25.00
Telephone Transfers	\$ 1.00
Wire Transfer Fee – Incoming Domestic or International	No Charge
Wire Transfer Fee - Outgoing Domestic.....	\$25.00
Wire Transfer Fee - Outgoing International	\$40.00

¹ Free to Relationship Checking and GoGreen Checking Accounts.

² Free to Relationship Checking Accounts.

³ Overdraft Fees apply to overdrafts created by check or electronic (ACH) transactions (as applicable). Fees may be reduced for customers who have notified the Bank of their eligibility under Chapter 167D of Massachusetts General Laws.

Check Orders – Fully personalized personal and business checks are available. Prices available upon request.

Dormant Accounts – When a deposit account has been inactive for a period of one year, Salisbury Bank and Trust Company will levy a service charge of \$5.00 per month. Consumer **Savings accounts with NY address will not be charged the dormant account fee, instead they will be charged a \$25.00 fee at the time funds are escheated to the state.** At the end of three years, by law, any funds left in the account will be escheated to the applicable state.

Safe Deposit Box Annual Rental Fee**

2" x 5"	\$ 30.00
3" x 5"	\$ 35.00
4" x 5"	\$ 40.00
5" x 5"	\$ 45.00
2" x 10"	\$ 50.00
3" x 10"	\$ 55.00
4" x 10"	\$ 60.00
5" x 10"	\$ 65.00
6" x 10"	\$ 70.00
10" x 10"	\$135.00

Sales Tax of 8.125% will apply to safe deposit boxes open in Dover Plains, NY.

**There will be a 5% discount (10% for Relationship Checking Account customers) for automatic charge to checking or savings.

Other Safe Deposit Fees

Safe Deposit Lost Key Fee	\$ 30.00
Safe Deposit Box Drilling Fee	\$300.00
Late Charge per month (30 days after due date).....	\$5.00

Safe Deposit Boxes are available at Lakeville, Canaan, Dover Plains, Egremont, and Sheffield (Summer 2010) Offices only.

branch offices

Lakeville (Main Office)

5 Bissell Street, P.O. Box 1868
Lakeville, CT 06039
860.435.9801

Canaan

100 Main Street, P.O. Box 757
Canaan, CT 06018
860.824.5423

Salisbury

18 Main Street, P.O. Box 407
Salisbury, CT 06068
860.435.9801

Sharon

29 Low Road, P.O. Box 7
Sharon, CT 06069
860.364.0500

Sheffield

640 North Main Street, P.O. Box 1069
Sheffield, MA 01257
413.229.5000

South Egremont

51 Main Street, P.O. Box 313
South Egremont, MA 01258
413.528.5100

Dover Plains

5 Dover Village Plaza, P.O. Box 693
Dover Plains, NY 12522
845.877.9850

Millerton

87 Main Street, P.O. Box 768
Millerton, NY 12546
518.789.9802



SALISBURY BANK

enriching.

860.435.9801 | 800.222.9801
www.salisburybank.com

e-banking and e-pay: www.salisburybank.com
bank-by-phone: 860.824.8262 | 877.728.1212

© Salisbury Bank and Trust Company