

BANKWELL BANK

CONSENT TO ELECTRONIC RECORDS AND SIGNATURES

Please read this Consent to Electronic Records and Signatures ("Electronic Records Consent") carefully and retain or print a copy for your records.

Bankwell Bank is providing this Electronic Records Consent to you as an applicant and/or user of our Electronic Banking services and other financial products or services (any such product or service herein referred to as a "Service"), in order to obtain your consent to the delivery of agreements (including the Electronic Banking Access Agreement that follows this Consent), disclosures and other documents related to such Services in electronic form ("Consent"). By providing your Consent you also agree that we may obtain your electronic signature to signify your agreement to any agreements and documents related to a Service. In this Electronic Records Consent, "we," "us," "our" and "Bank" mean Bankwell Bank, as well as each and every current and future affiliate of Bankwell Bank. "You" and "your" mean the person(s) giving Consent pursuant to this Electronic Records Consent, including all account owners, authorized signers, product owners and/or Service users identified with any Bank Service that you apply for, use or access.

SCOPE OF CONSENT

By executing this Electronic Records Consent, you are providing your Consent to receive from us, in electronic form, disclosures, agreements and notices related to your loan and deposit accounts and any other Services you receive from the Bank including, but not limited to:

- Electronic Banking Access Agreement, including the Mobile Banking Service Agreement and Bill Payment Services Agreement
- Other Service Agreements, such as Deposit and Loan Account Agreements
- Service Disclosures Required or Governed by Law
- Notices related to your deposit and loan accounts

All such disclosures, agreements and notices we deliver to you electronically are referred to herein as "Electronic Records". **By executing this Electronic Records Consent you are providing your Consent to the delivery of Electronic Records for any Service that you are considering now and that you apply for, access or use in the future.**

ELECTRONIC DELIVERY

We may deliver Electronic Records to you through our Electronic Banking Service, by email or such other electronic means we may choose. You must keep your email or electronic address current with us in order to receive Electronic Records we may deliver to you by email. You must promptly notify us of any change in your email or other electronic address. You may change the email address on record with us by calling us at 203-972-3838 or by contacting us in writing at Bankwell Bank, 208 Elm St., New Canaan, CT 06840 and updating your contact information. You understand that paper versions of Electronic Records will not be mailed to you, unless you specifically request them to be mailed, as described below.

HARDWARE AND SOFTWARE REQUIREMENTS

In order to receive, access, view and retain Electronic Records that we make available to you, you must have:

1. A computer or other electronic device that will permit you to access our website and an Internet browser that can support 128-bit encryption. Note: For security purposes, you should use the most current version of either: Microsoft Internet Explorer, Firefox, Safari, Microsoft Edge, Google Chrome or AOL's browser. The most current browser versions are typically more secure and will support 128-bit encryption.

2. Internet access.
3. Access to a printer or storage medium such as a hard drive so that you can download and/or print Electronic Records for your records.
4. An external email address.
5. Adobe Acrobat Reader (so that you can access PDF documents).
6. Technology that enables you to read html text on web pages.

AVAILABILITY OF PAPER RECORDS

To request a paper copy of any Electronic Record, contact the Bank at 203-972-3838. Upon request, a paper copy of an Electronic Record will be mailed to you. See the Bank's Consumer Schedule of Charges for fees that may apply to requests for paper copies of your records. Requesting a paper copy will not revoke your Consent and will not affect the delivery of Electronic Records to you. See below for instructions for withdrawing your Consent.

WITHDRAWING CONSENT FOR ELECTRONIC DELIVERY

To prevent giving your Consent to this Electronic Records Consent, exit this internet session prior to executing this Electronic Records Consent. If you exit the session prior to Consenting, you will not receive Electronic Records (except to the extent you have otherwise consented to receive Electronic Records from us). To withdraw your Consent after executing the Electronic Records Consent, you must call the Bank at 203-972-3838 or write to us at:

Bankwell Bank
208 Elm St.
New Canaan, CT 06840

If you withdraw your Consent to receive Electronic Records, please be aware that this may result in the termination of: (i) your access to our electronic Services, including Electronic Banking, and (ii) your ability to use certain other Bank Services. Your withdrawal of Consent will become effective after we have had a reasonable opportunity to act upon it. Depending on the specific Bank Services you are receiving when you withdraw your Consent, we may charge higher or additional fees for such Services as a result of the withdrawal of your Consent. Please refer to the applicable agreements and disclosures for such Services for any fees that may apply.

TERMINATION/CHANGES

We reserve the right to terminate the delivery of Electronic Records (and revert to the delivery of paper copies) at any time or to terminate or change the terms and conditions on which we provide Electronic Records. We will provide you with notice of any such termination or change as required by law. We may also, at our option, provide you with a paper version of an Electronic Record, even if you have chosen to receive Electronic Records.

CONSENT

By checking the box on the Secure Sign Up form for Electronic Banking registration, you (i) agree that this Electronic Records Consent constitutes a part of any applicable Service agreement, (ii) agree that your use of any electronic sounds, symbols, or processes provided by us to establish your acceptance of this Electronic Records Consent and the terms and conditions of other Electronic Records (e.g., an electronic "I AGREE" button or a check box) constitutes your electronic signature and signifies your Consent and intent to be bound by any applicable terms and conditions, (iii) Consent to receive Electronic Records in lieu of hard or paper copies of such Electronic Records, (iv) acknowledge and demonstrate your ability to access electronically this Electronic Records Consent and Electronic Records and your satisfaction of the software

and hardware requirements described above, (v) confirm and represent that you in fact have accessed and are able to view, save and print this Electronic Records Consent and any Electronic Record. You are also confirming that you (i) are able to access Electronic Records provided in html and pdf formats and (ii) are authorized to, and do, provide Consent on behalf of all the other account owners, authorized signers, Service owners and/or users identified with your Bank Services.

Bankwell Bank

ELECTRONIC BANKING ACCESS AGREEMENT

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This Electronic Banking Access Agreement ("Agreement") is a contract that governs your ability to receive certain electronic banking services provided by Bankwell Bank (hereinafter referred to as "the Bank") ("Electronic Banking"). By using Electronic Banking, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement.

To obtain access to our Electronic Banking services, you must first indicate your affirmative consent to all the terms of this Agreement. You may indicate your consent electronically by following the on-screen instructions for accepting this Agreement. We recommend that you download or print this Agreement and keep a copy for your future reference.

1) SCOPE OF AGREEMENT

This Agreement governs your use of Electronic Banking. The terms and conditions in this Agreement are in addition to, and do not cancel or supersede, any other Bank Account Agreements, rules, disclosures, procedures, standards, policies, or signature cards relating to your deposits, loans or other business relationships with the Bank (collectively, the "Account Disclosures"). Except as provided in this Agreement, all of the terms, conditions, agreements, disclosures, and fees set forth in the Account Disclosures, as the Bank provides and amends them from time to time, shall remain in full force and effect. Additionally, your access to and use of Electronic Banking, including additional services offered today and in the future, will be subject to all of the terms or instructions that may appear on a screen when you activate, access or use Electronic Banking, the rules and regulations of any funds transfer system used in connection with Electronic Banking, and applicable state and federal laws and regulations, all as amended from time to time.

This Agreement, as it may be amended from time to time by Bank, is available on our website where you sign into Electronic Banking, at <http://www.mybankwell.com/>. Each time you access your accounts through Electronic Banking, you acknowledge receiving a copy of this Agreement in a form you can keep, you acknowledge your receipt and understanding of these disclosures, terms and conditions and you agree to be legally bound by this Agreement. You also agree as follows: (a) you have read all of the terms, conditions and disclosures in this Agreement; (b) you agree to receive periodic statements and/or transaction information, and other communications, disclosures and records relating to our products and services, by

electronic means; and (c) you are able to access e-mails, website information, and you have an Internet service provider.

2) DEFINITIONS

As used in this Agreement, the following terms have the meanings given below:

"Bank" means Bankwell Bank.

"Bank Account Agreement" means the terms and conditions governing your consumer or business deposit account(s) at the Bank, as applicable, as amended from time to time.

"Business Day" means Monday through Friday and excludes Saturdays, Sundays, Federal holidays and days on which the Bank is closed.

"Consumer Account" means a deposit account or a loan account owned by one or more individuals and used for personal, family or household purposes.

"Non-Consumer Account" means a deposit account or a loan account that is not a Consumer Account, including business and other non-personal accounts.

"Transfer" and "transaction" mean any transfer of funds from or to your accounts at the Bank through Electronic Banking, including the Mobile Banking Service (defined below).

"User" means any individual you allow to access Electronic Banking.

"We," "us" and "our," mean the Bank.

"You," "your" and "Customer" mean the account holder authorized by the Bank to use Electronic Banking and anyone else who you allow to access Electronic Banking (such as a User).

Other terms defined in this Agreement shall have the meanings assigned to them by the applicable provisions of this Agreement.

3) TERMS AND CONDITIONS OF ELECTRONIC BANKING

A. Requirements

To access your accounts through Electronic Banking, you must have an active, eligible Bank deposit account or loan, and you must enter your user identification ("User Name") and password ("User Password") for Electronic Banking. You may contact us to find out which accounts are eligible. When you sign up for Electronic Banking you will create a User Name and User Password for each User. For more information about your User Password, see the Section of this Agreement entitled, "Your Electronic Banking Password." To use Electronic Banking, a business must provide us with a valid Taxpayer Identification Number.

Before you access Electronic Banking you must have the following equipment and software installed on your computer:

1. Current secure browser, such as IE 8 (Internet Explorer), Netscape Navigator, or the latest version of Firefox, Chrome, Safari, or other browser program that supports Secure Sockets Layer Protocol.
2. Patched operating systems.

3. Current and up-to-date anti-virus program.
4. An activated operating system software firewall.

In addition to the requirements listed above, if you are using a wireless home network to connect to Electronic Banking, for your protection and security you must also have:

1. A wireless router that does not broadcast the home network's SSID. (SSID stands for service set identifier and is the public name for a wireless network).
2. WPA (Wi-Fi Protected Access), which is the encryption for the wireless network and secures your home network.
3. Strong User Password authentication for the network.

In addition to use of your User Name and User Password, you must also comply with any other security procedures of Electronic Banking, including those that we may establish from time to time. We may ask you to sign an amendment to this Agreement in connection with such additional security procedures. Such additional security procedures may require special hardware, software or third-party services. If you do not comply with all of these required security procedures, you will use Electronic Banking entirely at your own risk.

You acknowledge that if you download software to your cell phone that enables mobile banking, the Bank does not sanction the use of any third-party software for Electronic Banking that does not have our prior approval. You further acknowledge that third parties may offer such applications to cell phone users without our knowledge or approval. If you download such third-party software you do so entirely at your own risk.

We reserve the right to change these requirements at any time, and from time to time, with appropriate notice to you.

B. Electronic Banking Services - General

Electronic Banking provides several electronic banking services that allow you to manage your personal or business accounts from your home or office on your computer. The Electronic Banking services include, but are not limited to: (1) viewing account balances and reviewing transaction history, including accessing e-Statements, for accounts registered with the applicable service; (2) transferring funds between accounts, including preauthorized transfers (to the extent provided in the applicable Bank Account Agreement and Account Disclosures); (3) paying your bills online (provided that you first agree to an additional agreement for the Bank's bill payment service); and (4) communicating directly with us through e-mail. Electronic Banking also includes our mobile banking service ("Mobile Banking Service"), which is governed by this Agreement and a separate Addendum containing specific terms and conditions for the Mobile Banking Service.

Each service that we provide through Electronic Banking, now or in the future, may be subject to its own separate agreement, and you agree to be bound by any and all terms, conditions and rules that we communicate to you about each such service.

If you are a consumer, you represent and warrant to us that you will use Electronic Banking and its services solely for personal, family or household purposes and not for business or commercial purposes.

C. Electronic Mail (e-mail) Service

Electronic mail (e-mail) through Electronic Banking is a service that we provide for you to communicate with the Bank, for example, to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your User Password to Electronic Banking. To ensure the security of your account information, we recommend that you only use the e-mail service provided through Electronic Banking to ask specific questions about your account(s). We therefore request that you do not send us or request from us any sensitive information (such as account numbers, User Names, User Passwords, financial information, etc.). You acknowledge that e-mail communications through a third-party e-mail system may not be secure, and you make any such communications to us entirely at your own risk.

You cannot use e-mail to initiate transactions on your account(s). For any Electronic Banking transactions, you may only use the appropriate functions or services that we provide through Electronic Banking.

D. New Services

We may, from time to time, provide new or additional Electronic Banking services, and all such services shall be subject to the terms of this Agreement. By using such services when they become available, you agree to be bound by any and all terms, conditions and rules we communicate to you concerning such services.

E. Your Electronic Banking Password

When you sign up for Electronic Banking you will create a User Name and User Password for each User. You may change your User Password by following the applicable Electronic Banking instructions. For security purposes, we recommend that you memorize your User Password and do not write it down. You are solely responsible for keeping your User Password, account numbers and other account data confidential. We recommend that you change your User Password regularly in order to reduce the risks of unauthorized access by others who might discover your User Password.

If you believe that your User Password may have been lost or stolen, you must notify Bankwell Customer Service at once by calling (877) 715-3265.

F. Protecting Your Account

In addition to protecting your account information and User Password, you acknowledge that you are responsible for taking precautions to protect your personal identification information, including but not limited to your driver's license, Social Security Number or Taxpayer Identification Number, and any other information that by itself or together with information on your account(s) may allow unauthorized access to your account(s). It is your responsibility to protect all such personal information with the same level of care that you protect your account information. You acknowledge that you should only reveal your account number to a legitimate person or entity for a purpose you authorize (such as your insurance company for automatic payments).

Except as otherwise provided in this Agreement for transactions involving Consumer Accounts, you are responsible for all transfers, payments and other transactions that occur when your User Name and Password are used to access Electronic Banking. Except as otherwise provided in this Agreement for transactions involving Consumer 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 Name and Password by a third party.

What You Can Do To Protect Your Accounts and Information

You agree to adopt and implement all reasonable security measures to protect your accounts and information including, but not limited to, observing the following guidelines:

- Do not share your User Password with anyone.
- Do not store your User Password in a conspicuous place.
- Log off of Electronic Banking when you are finished using it.

- Do not walk away from your computer while logged on to Electronic Banking.
- Use anti-virus software to keep your computer clean and free of viruses.
- Review and reconcile your account activity on a regular, timely basis.
- Make sure you access the site directly from www.mybankwell.com, instead of clicking on links in email that may be disguised as coming from the bank.

G. Waiver of Requirement for Two or More Signatures

If your designated account(s) requires two or more signatures on checks or other items, such requirement does not apply to electronic transfers through Electronic Banking, and you release us from liability when making such transfers. This means that any User shall be deemed to be authorized by you to individually make electronic transfers from your account(s) through Electronic Banking, without confirmation or any action by another User.

H. Access to Electronic Banking Services for Business Customers

When you sign up for Electronic Banking you will create a User Name and User Password for each User. Only individuals who provide a taxpayer identification number will be allowed to have a User Name and User Password. Each User will have the ability to use all of the Services provided to you through Electronic Banking, including the ability to see account and/or loan information and to transfer funds from your account(s) through the bill payment service. Each User may also establish additional User Names and Passwords for additional Users. It is the sole responsibility of Customer to administer the Electronic Banking rights and responsibilities of its Users, including without limitation, ensuring that any individual that is no longer a User is no longer granted access to Electronic Banking. You can do this by deleting their User Name and Password from the Electronic Banking system.

Our Liability

We agree to make commercially reasonable efforts to ensure the full performance of Electronic Banking. We will be responsible for acting only on those instructions we actually receive from you in accordance with the terms of this Agreement. You agree we will not be liable for or have any responsibility for losses and damages:

- If, through no fault of ours, you don't have enough available funds in your account (or available credit under your overdraft protection plan) to cover the transaction or transfer.
- If Electronic Banking or any of its services were not working properly.
- If there are postal delays in delivering the payment to any payee.
- If there are processing delays by a payee due to their own mishandling or due to incorrect payment information that was provided by you.
- If the funds are subject to legal process or other encumbrance restricting the transaction.
- If your computer (including, any personal computer, tablet, handheld or mobile device you use to access Electronic Banking) is not working properly.
- If your Internet access through your ISP is not working properly.
- If you have not properly followed the instructions on how to complete the Electronic Banking transaction.
- Resulting or arising from circumstances beyond our control such as: fire, flood, natural disaster, natural causes, state of emergency, earthquake, tornado, or other weather related factors, events of force majeure, interruption of business activities in the locales where our facilities are located, delay in the U.S. Mail, power shortages or failure or system failure, Acts of God, acts of so-called hackers or crackers, Viruses, denial of service attacks, strikes, riots, labor disturbances, civil unrest, war and governmental restrictions.
- 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.

- If, at any time, we have identified you as a credit risk and we have chosen to (i) make all payments and/or transfers initiated by you via Electronic Banking utilizing a paper draft, as opposed to electronic method; or (ii) terminate your Electronic Banking service, or (iii) if we stop offering Electronic Banking.
- If we have a reasonable basis for believing that, through no fault of ours, an unauthorized use of your User Name, User Password, or account has occurred or may be occurring.
- Except as otherwise provided by law, for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by Electronic Banking.
- If we are otherwise exempted from liability under applicable laws and regulations.
- There may be other exceptions not specifically mentioned.

Customer Representation and Warranties

You make the following representations and warranties:

Valid Business Entity. Customer is a legally organized, validly existing business entity in good standing.

For Business Purposes Only. Your use of Electronic Banking and its services is for business purposes, and NOT for personal, family or household purposes.

Appropriate Business Resolution. The entering into, delivery and performance of this Agreement have been validly authorized by proper sole proprietor, corporate, limited liability company or partnership, or partnership resolutions. The Users given access to Electronic Banking through a User Name and Password have been duly authorized to act on the entity's behalf and bind the entity with respect to the accounts and Electronic Banking.

User Authorization. We may consider each individual to whom you provide a new or existing User Name and User Password to be an authorized User of your Electronic Banking service. Unless otherwise restricted as permitted under this Agreement, Users are authorized to: (1) enter into this Agreement, including any amendments we may make from time to time; (2) access your account(s) in any manner and for any purpose available (whether available now or in the future) through Electronic Banking; and (3) use any Electronic Banking service in any manner and for any purpose available (whether available now or in the future) through Electronic Banking.

I. Limitations on Our Liability for Certain Transfer Delays or Errors

If we do not complete a transfer to or from your account on time or in the correct amount according to our applicable agreement with you, we may be liable for your losses or damages. However, there are some exceptions. Except as may otherwise be provided in this Agreement or applicable law, will not be liable to you: (a) If, through no fault of ours, you do not have sufficient funds in your account to make a transfer; (b) If a legal order directs us to prohibit withdrawals from the account; (c) If your account is closed, has a hold placed on it, or has been frozen; (d) If the transfer would cause your balance to exceed the credit limit for any credit arrangement set up to cover overdrafts; (e) If you, or anyone you allow, commits any fraud or violates any law or regulation; (f) If any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly; (g) If you have breached this Agreement, your Bank Account Agreement, or other applicable agreement with us; (h) If you have not properly followed the instructions for using Electronic Banking; (i) If circumstances beyond our control (such as fire, flood, system outages, Internet problems generally, or improper transmission or handling of payments by a third party) prevent the transfer; (j) If the Electronic Banking service you requested was not available at the time you requested it, and we had given you notice that it was not available.

J. Limitations on Our Liability for Loss of Use of Funds

Except to the extent otherwise provided in this Agreement in relation to transactions involving Consumer Accounts, if we make any error other than those described in Section I above, and if the error causes you to be wrongly deprived of the use of your funds for any period, our maximum liability to you will be to restore those funds to you (subject to any transfer requests you have made) and pay you interest on those funds, for the period you were wrongly deprived of them, at our standard statement savings account rate.

K. General Limitation on Liability; Third Parties

Except to the extent specifically provided in this Agreement, or where applicable law requires otherwise, you agree that neither we nor any of our third-party service providers or other agents shall be responsible for any losses, liability, damages, costs, expenses (including reasonable attorneys' fees), resulting in whole or in part from any act or failure to act of: (1) equipment or software; (2) Internet browsers (including without limitation, Netscape Navigator or Microsoft Internet Explorer); (3) Internet access providers; (4) our service providers; or (5) by an agent or subcontractor of any of the foregoing, as applicable. Neither we nor our service providers or agents or subcontractors shall be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, browser, the Internet, or your access to or use of, or failure to access or use, any services through Electronic Banking.

L. Overdrafts; Order of Payments and Charges

When you use Electronic Banking, you must have sufficient funds available in your designated account to cover the amount of the transfers and any associated overdraft protection fees. We are not obligated to notify you if Electronic Banking does not complete a transfer because there are insufficient funds in your account to process the transfer. We may process transfers that exceed your available balance, but we are not obligated to do so. If we do, you agree to immediately pay us for the overdraft and any fees incurred. We may discontinue permitting overdrafts at any time, without prior notice.

If your account does not have sufficient funds to perform all electronic funds transfers (including, without limitation, ATM withdrawals, pre-authorized transactions, and Electronic Banking transfers) that you have requested for a given Business Day then the electronic funds transfers initiated through Electronic Banking may result in an overdraft of your account and may, in our sole discretion, be canceled.

We reserve the right to charge any fees you owe us against your account(s) prior to allowing withdrawals or implementing any transfer requests (subject to any limitations in your Bank Account Agreement or under applicable law).

M. Availability of Electronic Banking

You can access your accounts through Electronic Banking 7 days a week, 24 hours a day. However, at certain times, some or all of the Electronic Banking services may not be available due to system maintenance or circumstances beyond our control.

The balance of your accounts shown in Electronic Banking may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges.

You acknowledge that we have provided you with Account Disclosures about the availability of deposits for withdrawal, including, without limitation, our Funds Availability Disclosure. The Account Disclosures are incorporated by reference into this Agreement and provide more detailed information about the availability of deposits for withdrawal.

N. Limitations on Funds Transfers

The number of transfers from a savings account is limited to six (6) transfers from your account each four (4) week or similar period, if by pre-authorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions, made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

With respect to transferring funds from an account on which we have placed a hold on all or part of the account balance, or as to which some or all of the balance is not otherwise available for withdrawal, you cannot transfer the portion of the funds held or otherwise unavailable until the hold expires and the funds become available for withdrawal.

O. Fees

There are no monthly or transaction fees for accessing your account(s) or making transfers among your accounts at the Bank through Electronic Banking. However, other fees and charges may apply to each of your accounts and other types of transactions and/or services relating to those accounts, regardless of whether you sign up for or use Electronic Banking. Other fees and charges may also apply to other services that the Bank offers, or may offer in the future, through Electronic Banking. Please refer to the applicable agreement, fee schedule, or other Account Disclosures for the current fees and charges related to each account, transaction, and/or service. We reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

You also acknowledge that your Internet Service Provider (ISP) may assess fees for your use of Internet services generally. You are also responsible for any telephone charges incurred by accessing your accounts through Electronic Banking.

P. Disclosure of Account Information - Privacy Policy

By accepting this Agreement, you agree that we may provide information about you or your accounts or transactions to third parties in accordance with our Privacy Policy/Notice, as amended from time to time. A copy of our Privacy Policy is available on our website at <http://www.mybankwell.com> and is incorporated in this Agreement as if set forth in full. We will also provide an updated Privacy Policy to you periodically. By accepting this Agreement, you agree that we may provide our Privacy Policy to you electronically, although we may choose to send you a paper copy.

Examples of when we may disclose information to third parties about your account or the transfers you make include, but are not limited to:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- As stated in our Privacy Policy, or
- If you give us your written permission.

Q. Resolution of Questions and Errors about Electronic Funds Transfers (Consumer Accounts)

The provisions of this Section of the Agreement apply only to electronic fund transfers that debit or credit a Consumer Account and that are covered by the federal Electronic Funds Transfer Act and Federal Reserve Board Regulation E. In general, Regulation E applies to accounts established by a natural person primarily

for personal, family or household purposes. We may, when applicable, rely on any exceptions to the provisions of this Agreement that are provided in Regulation E. All terms not otherwise defined in this Section of the Agreement that are defined in Regulation E shall have the meanings assigned to them by Regulation E.

In case of questions or errors about electronic funds transactions through Electronic Banking contact us as soon as possible in any of the following ways: (1) Contact us by electronic mail (e-mail) at our designated e-mail address Ebanking@mybankwell.com; (2) Fax us at (203) 966-7473; (3) Telephone us at (877) 715-3265; or (4) Write to Bankwell Electronic Banking Department at 208 Elm Street, New Canaan, CT. 06840.

Do this as soon as you can if you think your statement, any transaction record or confirmation is wrong, or if you need more information about a transaction listed on a statement or transaction record or confirmation. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared.

Tell us your name and account number (if any).

Describe the error or 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.

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 ten (10) Business Days. If your complaint or error inquiry is about a Consumer Account, we will tell you the results of our investigation within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days 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 provisionally credit your account.

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

R. Liability for Unauthorized Use (Consumer Accounts)

Notify us immediately if you believe another person has improperly obtained your User Password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate person or entity for a purpose you authorize (such as your insurance company for automatic payments). Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). To notify us, call Bankwell Customer Service at (877) 715-3265, email us at Ebanking@mybankwell.com or write to Bankwell Customer Service, 208 Elm Street, New Canaan, CT. 06840.

If your account is a Consumer Account and you tell us within two (2) Business Days after you learn of a loss or theft of your User Password, you can lose no more than \$50 if someone used Electronic Banking without your permission. If you do not tell us within two (2) Business Days after you learn of the loss or theft of your User Password, and we can prove we could have stopped someone from using your User Password and Electronic Banking without your permission had you told us, you could lose as much as \$500 from each deposit account.

Also, if your statement shows transactions that you did not make or authorize, including those made with your User Password, 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 hospital stay) kept you from telling us, we will extend the time periods.

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.

S. Resolution of Questions and Errors about Electronic Funds Transfers; Liability for Unauthorized Use (Non-Consumer Accounts)

The error resolution and liability provisions of Regulation E do not apply to Non-Consumer Accounts. Therefore, Non-Consumer Account holders must notify us immediately if they discover or suspect any unauthorized transactions or errors. You must promptly examine your account statement upon receipt. If you find that your records and ours disagree, you must notify us immediately. You must also notify us immediately if you believe another person has improperly obtained your User Password or has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call Bankwell Customer Service at (877) 715-3265, email us at Ebanking@mybankwell.com or write to Bankwell Customer Service, 208 Elm Street, New Canaan, CT. 06840.

Your failure to notify us of an unauthorized transaction on a Non-Consumer Account within 30 days from the date we send or make your account statement available to you, which the unauthorized transaction first appears, will conclusively mean that the transaction is authorized.

We will investigate your claim or question and respond to it in a commercially reasonable period of time. If you telephone us, we may request that you give us the information in writing. Except as otherwise stated herein in connection with an unauthorized transaction that occurs due to our failure to follow the security procedures herein (i) Non-Consumer Account holders assume sole responsibility for any unauthorized use, including without limitation, unauthorized use of their User Name and/or User Password and (ii) Non-Consumer Account holders shall be liable for, and shall immediately indemnify, defend and hold us and our service providers and agents harmless from and against all claims, actions, proceedings, loss, cost, damage, and expense (including reasonable attorneys' fees) arising from or relating to any unauthorized transaction(s).

You agree that use of a User Name and User Password when accessing your Electronic Banking service is a commercially reasonable security procedure. If any instructions initiated by you through Electronic Banking and accepted by us in compliance with these security procedures contain any error, to the full extent allowed by law you shall be liable for, and shall immediately indemnify, defend and hold us and our service providers and agents harmless from and against all claims, actions, proceedings, loss, cost, damage, and expense (including reasonable attorneys' fees) arising from or relating to the erroneous instructions. The Bank's records demonstrating compliance with these security procedures will be deemed conclusive proof that the payment or transfer request that we received was authorized and that you are bound by those instructions.

With respect to payment requests from Non-Consumer Accounts that are subject to Article 4A of the Uniform Commercial Code, as adopted and amended in Connecticut ("UCC 4A"), we are liable only for damages required to be paid under UCC 4A, such as when an unauthorized transfer from your account is due to our failure to adhere to the security procedures described herein. In no event, except as may be required by law, shall we or our service providers or agents be liable for any special, indirect or consequential loss, damage, costs or expenses of any nature (including reasonable attorneys' fees), and including, without limitation, lost profits, even if we have been informed of the possibility of such damages.

The limitations on liability of the Bank and our service providers and agents as provided in this Agreement are in addition to, and shall not diminish, any limitations on this liability contained in your applicable Bank Account Agreement or any other agreement between you and the Bank.

T. Preauthorized Transfers

If you have established regular transfers among your accounts through Electronic Banking, you can stop any of these preauthorized transfers by utilizing the stop payment function available in Electronic Banking or by calling Bankwell Customer Service at (877) 715-3265, or writing to Bankwell, 208 Elm Street, New Canaan, CT. 06840 in time for us to receive your request three (3) Business Days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing within 14 days after you call. We will charge you the stop payment fee for each stop-payment order you make, as disclosed in the applicable service charge schedule or disclosure. You may stop a transfer at any time prior to the transfer being processed.

If you order us to stop payment of a pre-authorized transfer from a Consumer Account in accordance with this Agreement, and we do not do so, and the transaction is subject to Regulation E, we will be liable for your losses or damages. If our failure to stop payment was not intentional and resulted from a bona fide error despite the fact that we maintained procedures reasonably adapted to avoid the error, our liability will be limited to the actual damages proved.

U. Documentation. You will get a monthly account statement.

V. Our Liability (Consumer Accounts). 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 Electronic Banking was not working properly and you knew about the breakdown when you started the transfer.
- (3) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (4) There may be other exceptions stated in our Agreement with you.

W. Exclusion of Warranties. ALL OF THE SERVICES AVAILABLE THROUGH ELECTRONIC BANKING ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICES AVAILABLE THROUGH ELECTRONIC BANKING ARE NOT ERROR FREE, AND ARE NOT CONTINUOUSLY AVAILABLE.

4) GENERAL PROVISIONS

A. Termination

We may cancel your Electronic Banking access at any time without prior notice to you, for any reason, except as may be required by law. For instance, we may cancel your access if you do not have sufficient funds in one or more of your accounts to cover any fees that are chargeable for Electronic Banking transactions. In this case, Electronic Banking services may be reinstated once we are satisfied that sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of your Electronic Banking services, you must call Bankwell Customer Service at (877) 715-3265.

If you do not access your accounts through Electronic Banking for any (1) one year period, the Bank reserves the right to terminate your Electronic Banking service without notice.

If you want to cancel any of the services offered through Electronic Banking, you must contact Bankwell Customer Service at (877) 715-3265 or send us cancellation instructions in writing to Bankwell, 208 Elm St. New Canaan, CT 06840. If you close all of your accounts, you must notify Bankwell Customer Service to cancel the Electronic Banking services.

B. Amendments

We reserve the right to change the charges, fees or other terms described in this Agreement from time to time without notice, except as may be prohibited or limited by law. However, if your Electronic Banking service relates to a Consumer Account, we will mail or deliver a written notice to you of the changes at least 21 days before the effective date of the change, if the change would result in increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

You may decline a change by notifying us prior to the change's effective date to discontinue your Electronic Banking services. However, if you fail to terminate your Electronic Banking services before the effective date and use any of the Electronic Banking services on or after the effective date, you will be deemed to have accepted and agreed to the changes, and they will become legally binding upon you. Changes to fees applicable to specific accounts are governed by the applicable Bank Account Agreement and Account Disclosures.

C. Notices

We may give you notices relating to Electronic Banking or any of your accounts that can be accessed with Electronic Banking, and you may give us similar notices, in any one or more of the following ways: (1) electronically online at our website when you access Electronic Banking; (2) by mailing a paper notice, which we may mail to you at your address shown on our records or you may mail to us at Bankwell, 208 Elm Street New Canaan, CT 06840 (3) by sending an electronic mail message (e-mail). We may send e-mails to you at your designated e-mail address or any changed e-mail address you later designate by notice to us. You may send e-mails to us at Ebanking@mybankwell.com or any other e-mail address we designate from time to time by notice to you.

By accepting this Agreement, you agree that any of the notice methods provided above qualifies as a "written notice" for all purposes under this Agreement, any other agreement between us, and otherwise under applicable law.

D. Assignment

You may not assign this Agreement or your rights or responsibilities under this Agreement to any other party, and any attempted assignment shall be null and void. The Bank may assign this Agreement to any affiliated entity or any successor. We may also assign or delegate any or all of our rights and responsibilities under this Agreement to one or more independent contractors or other third party service providers, and any rights or responsibilities so assigned or delegated may be exercised or enforced by either the Bank or such service providers. Any reference in this Agreement to the Bank also shall be considered a reference to any service provider performing services under this Agreement on our behalf.

E. Governing Law

This Agreement is governed by, and is subject to, the laws of the State of Connecticut, without regard to its choice or conflicts of laws provisions.

F. Severability

If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, will not in any way be affected or impaired.

G. Entire Agreement

With the exception of any notices provided by the Bank to you regarding Electronic Banking, this Agreement sets forth the entire and only agreement between you and the Bank with respect to your use of Electronic Banking. Any prior or contemporaneous agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, including the Bank Account Agreements and Account Disclosures, which conflict with the provisions in this Agreement are superseded by this Agreement to the extent of such conflict.