

eStatements Disclosure and Agreement

Electronic Delivery of Statements

By clicking the "I Agree" button below you will confirm that you understand, accept, and have received this Agreement and all its terms and conditions and acknowledge and have demonstrated that you can access this Agreement and other disclosures and materials on the Bankwell eStatement website, which is hosted by our third-party service provider, Fiserv. You also agree to permit Bankwell Bank (hereinafter referred to as "the Bank," "we," "our," or "us") to provide disclosures and notices relative to your deposit and loan account(s) at the Bank ("Account(s)"), to the extent permitted by applicable law, to you in electronic form, instead of providing such notices and disclosures in printed form.

Your consent and agreement shall relate to all forms of disclosures and notices (to the extent permitted by applicable law) required under applicable law as a result of the various agreements between you and the Bank and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, in our discretion, to electronically deliver Account statement(s) and notices (to the extent permitted by applicable law) that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time. We may not, and are not required by this Agreement, to offer eStatements on all types of Accounts.

Other federal and state laws and regulations may be enacted or amended in the future to provide for electronic delivery of Account statements and notices. Your election also authorizes us, in our discretion, to provide electronic delivery of such statements and notices pursuant to these laws after they become effective.

Terms and Conditions of Your Electronic Statement Agreement

By entering into this Agreement, you accept, on your behalf and on behalf of all joint account holders (on whose behalf you hereby represent you are authorized to act) all of the terms and conditions contained in this Agreement. Please read this Agreement carefully.

Notwithstanding anything to the contrary in this Agreement, the disclosures and agreements we have provided to you for each Account, as well as your other agreements with the Bank, continue to apply.

This Agreement is subject to applicable federal laws and the laws of the State of Connecticut. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions of this Agreement. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

Definitions

"We," "our", "us," or "the Bank" means Bankwell.

"You" and "your" refers to the Account owner(s) authorized by the Bank to receive eStatements under this Agreement.

"Account(s)" means your deposit and loan accounts at the Bank.

"eStatement" means each Account statement we send to you in electronic form pursuant to this Agreement.

Consent to Electronic Delivery of Account Statements

You have the right to receive monthly, printed Account statements mailed to your mailing address of record.

By entering into this Agreement, you understand that the Bank will cease mailing you printed statements, and all future Account statements will be made available to you electronically on the Bank's Online Banking website. You may access this website to obtain, review, print, and otherwise copy/download your eStatements.

You understand that if you decide in the future that you would like to receive printed statements in the mail instead of receiving or obtaining eStatements electronically, you agree to notify the Bank in person, via telephone, via U.S. Mail or directly from your Online Banking page by changing your e-Statement settings. Our telephone number and postal mail address are listed below in the section entitled 'Communications between the Bank and You.'

Security

You understand the importance of your role in preventing misuse of your Account(s) and you agree to promptly examine your eStatement for each Account as soon as it is made available to you. You agree to protect the confidentiality of your Account(s) and Account numbers, as well as your user ID and password. You understand that your user ID and password, by itself or together with information related to your Account(s), may allow unauthorized access to your Account(s). Data transferred via an eStatement is not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others.

Password Security

For security reasons, we will require the use of an individualized password to gain access to your eStatements. If you incorrectly enter your password three times you will be prevented from accessing your eStatements. If you are prevented access due to incorrectly entering your password three times, please contact us at 877-715-3265.

Your logon password is confidential information that should be known only by you. We will not, for any reason, ask for your logon password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your logon password confidential. You should immediately notify us via telephone at 877-715-3265 or via e-mail at Ebanking@mybankwell.com if you have reason to believe that there has been, may have been, or will be unauthorized or erroneous use, loss, or theft of your logon password or other access information, or if you failed to receive an eStatement or other notification.

Periodic eStatements

By enrolling to receive or obtain eStatements, you will not receive a separate printed and mailed Account statement.

Your eStatement will be dated the day of the e-mail notifying you of the availability of your eStatement (the "E-mail Date"). You must promptly access and review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in your Account agreement and disclosure of any error, unauthorized signature, lack of signature, alteration, or other irregularity. If you allow someone else to access and review your eStatement, you are still fully responsible to access and review the eStatement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities.

Any applicable time periods within which you must notify us of any errors on your eStatement(s) shall begin on the E-mail Date regardless of when you receive and/or open the eStatement.

Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an Account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not

jeopardize the security of the Account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the Account, notice to any one-Account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable agreements and disclosures govern changes to fees applicable to specific Accounts.

Disclaimer of Warranty and Limitation of Liability We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under this Agreement. We do not and cannot warrant that eStatements will operate without error, or that eStatements will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement, or by reason of your use of eStatements, including loss of profits, revenue, data, or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through eStatements.

Communications between the Bank and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Telephone: You can contact us by telephone at: 877-715-3265

Postal Mail: You can write to us at:

BANKWELL

Electronic Banking Department

208 Elm Street,

New Canaan CT 06840

Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically via e-mail notice with instructions and website links, or via an e-mail with attached disclosures. We will send all notices, attachments, and/or documents via e-mail to the last known e-mail address provided by you.

Notice of Change of Information

You agree to notify us promptly in writing (by letter sent via U.S. Mail) or by calling us at 877-715-3265 of any change of your e-mail address or you may change it on your Online Banking page in "User options". For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail. If you have not notified us in writing or by telephone of any change of your e-mail address or changed it on your Online Banking page in "User options", you agree that your failure to provide us with a valid e-mail address is the lack of ordinary care on your part. If we become aware that you are not receiving e-mail, we will send all notices, attachments, and/or documents to you via U.S. Mail to your last address known to us.

eStatement Procedures

You will be sent an e-mail shortly after the end of each Account statement period (not all accounts generate monthly statements) notifying you that your eStatement is available for review on the Bank's Online

Banking website. This e-mail will include a link to our website. Clicking on this link will take you to the Logon page for eStatements. You will need to enter your user ID and password to view your eStatement.

Hardware and Software Requirements

We recommend Internet Explorer 8 or higher, but can support any browser with 128-bit encryption capabilities (i.e., Firefox 3.x). To access, download, and print eStatements, you need to have a personal computer with Internet and e-mail access. You must also have Adobe Acrobat Reader 8.0 or higher. To download a free copy of Adobe Acrobat Reader, please go to <http://www.adobe.com>.

Demonstrable Consent

You are required to access the Bank's registration website and successfully open the Adobe PDF document that is posted on such website in order to demonstrate that you can electronically access your eStatements, the disclosures and notices, and any other information we choose to deliver to you in the electronic form (to the extent permitted by applicable law). Before clicking the "I Agree" button below, click on the "Example Statement" button and confirm that you can successfully open the Adobe PDF document that is posted on such website with the computer software and equipment you plan to use. Enter the "Confirmation Code" into the field provided on the screen and click the "I Agree" button below. This will confirm that you were successfully able to open the Adobe PDF document. If you cannot successfully open the document, please contact us at 877-715-3265.

Withdrawing Your Consent

You may withdraw your consent to receive eStatements by changing your eStatement settings on your Online Banking page or by notifying us the telephone number or postal mail address listed above in the section entitled 'Communications between the Bank and You.' After you withdraw your consent, we will mail printed statements to the address last known to us for each Account that received eStatements. Your withdrawal of consent will apply to eStatements and any other statements or notices to which your consent applied. You agree that we have a reasonable amount of time to implement your withdrawal of consent to receive eStatements and to begin sending printed statements to you.

Obtaining a Printed Statement

If you need to obtain a printed copy of an Account statement that has not been mailed to you because you have enrolled to receive or obtain eStatements instead, please call the Bank at 877-715-3265. The Bank will charge a duplicate statement fee for providing this service. Please review The Bank's current Service Fee Schedule to determine this amount.

Consent by Customer

By clicking the "I Agree" button below, you agree: