



EXHIBIT A

Essex Bank

Demand Deposit Marketplace® (DDM®) Program

Customer Agreement and Agency Appointment Form

This Customer Agreement and Agency Appointment Form (this “**Agency Appointment**”) for the Demand Deposit Marketplace® (DDM®) Program (the “**Program**”) is signed and provided by you (named below) (“**Customer**” or “**you**”) to Essex Bank (“**Your Institution**”) to agree to the terms and conditions herein. Your Institution may rely on this Agency Appointment with respect to your participation in the Program.

Name of Customer

Tax Identification Number (TIN)

Street Address **City/State/Zip Code**

Telephone **Fax** **E-mail Address**

Customer Account Number _____
 (“**Eligible Customer Account**”)

Customer Insured Sweep
Account Number _____
(**New ISA Account**)

Automatic Sweep Feature Yes

Sweep Deposit Trigger The amount set forth on the Program Information Notice from time to time
Amount

Sweep Withdrawal Trigger The amount set forth on the Program Information Notice from time to time
Amount

1. Customer T&Cs. Customer hereby acknowledge receipt of the Program Customer Terms and Conditions (“**Customer T&Cs**”), which are expressly incorporated herein, and agrees to the Customer T&Cs. Capitalized terms used in this Agency Appointment have the same meaning given in the Customer T&Cs.

2. Agency Appointment & Relationships. In accordance with the Customer T&Cs, Customer hereby enrolls in the Program and appoints Your Institution as its agent or sub-agent for all purposes with respect to the Program, including to (directly or indirectly through its agents and sub-agents, including Sending Institution and Stable and its respective agents and third-party service providers, including Settlement Bank and Custodian) open and maintain one or more Program Accounts at one or more Receiving Institutions. Such Program Accounts shall be held in the name of Your Institution’s agent, Stable (or another custodian as selected by Stable) as agent for the institutions participating in the Program (including Your Institution) as agent for its customers (including you). Program Accounts also may be held in the name of Your Institution as agent for its customers (including you). Program Deposits in the Program Accounts are

owned beneficially by Customer and other Program customers. Customer hereby directs Your Institution, as its agent or sub-agent, to effect deposits to and withdrawals from such Program Accounts pursuant to the Customer T&Cs. Customer further authorizes Your Institution to appoint and authorize (if Your Institution engages a Sending Institution, Sending Institution as its agent) and Stable to administer the Program, including to facilitate deposits to and withdrawals from such Program Accounts. Customer further authorizes Stable to engage other agents and third-party service providers, including the Settlement Bank and Custodian, to assist it in administering the Program. Customer agrees to be bound by all acts by Your Institution, Sending Institution and Stable whom Customer further hereby authorizes, in turn, to appoint such other agents and service providers as Institution or Stable may select from time to time with or without notice to you, including the Settlement Bank and Custodian, and for which you agree to be bound by their acts.

3. Automatic Sweep Feature Authorization. If the Automatic Sweep Feature is offered to Customer, in accordance with the Customer T&Cs, Customer hereby authorizes Your Institution to maintain the Sweep Deposit Trigger Amount (as set forth above) ("**Sweep Deposit Trigger Amount**") in the Eligible Customer Account at Your Institution as set forth above ("**Eligible Customer Account**") on a daily basis on any Business Day by either (i) sweeping all funds in the Eligible Customer Account in excess of the Sweep Deposit Trigger Amount into the Program or (ii) to the extent necessary to replenish the balance in the Eligible Customer Account back to the Sweep Deposit Trigger Amount (as set forth above) when withdrawal activity in the Eligible Customer Account has caused the balance to fall below that Sweep Deposit Trigger Amount ("**Sweep Withdrawal Trigger Amount**") by effecting the transfer of Customer's funds held in the Program Accounts at Receiving Institutions to the Eligible Customer Account at Your Institution. Customer acknowledges and agrees that all transfers are subject to the availability of funds for such transfers. If the Program Information Notice indicates that you are participating in the DDM-Indirect-Source-Specific-Order Program, the Automatic Sweep Feature is not available.

4. This Agency Appointment. This Agency Appointment is effective once Your Institution receives a completed and signed Agency Appointment from Customer and Your Institution has acknowledged acceptance of and had a reasonable time to act on this Agency Appointment. If Customer wishes to change any of the information provided by Customer above, Customer can complete, sign and submit a new Agency Appointment to Your Institution with such updated information (and such new Agency Appointment will be effective once Your Institution has acknowledged acceptance of and had a reasonable time to act on the updated Agency Appointment).

If Customer wishes to terminate its participation in the Program for the Eligible Customer Account designated above, Customer should notify Your Institution in writing thereof. This Agency Appointment and the Program shall continue in accordance with the Customer T&Cs until Your Institution has received that written notice of termination and had a reasonable opportunity to act on that written notice.

To the extent of inconsistency between this Agency Appointment and the Customer T&Cs, the Customer T&Cs prevail.

DO NOT SIGN BELOW UNLESS YOU HAVE READ AND UNDERSTAND THE CUSTOMER T&CS RELATING TO THE PROGRAM. BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE CUSTOMER T&CS:

Customer Name: _____

Signature: _____ Date: ____/____/____

Name and Title: _____