

ONLINE AND MOBILE BANKING AGREEMENT

I. GENERAL TERMS

These terms and conditions (the "Agreement") contain important information about the online and mobile banking service Forbright Bank offers through Digital Banking, Consumer Division. Please read it carefully and retain it for future reference. The terms "we," "us," "our," and "Bank" refer to Forbright Bank. The terms "you" and "your" refer to all holders and authorized users of any deposit account ("Account") that may be accessed through online banking services ("Online Banking") and mobile banking services ("Mobile Banking") using a web or mobile browser or an Apple or Android mobile application in connection with any product or service provided by Forbright Bank's Digital Banking, Consumer Division as set forth in this Agreement.

By using or accessing Online Banking and/or Mobile Banking or permitting any other authorized person(s) to use or access Online Banking and/or Mobile Banking on your behalf, you acknowledge that you have read, understand, and agree to abide by the terms and conditions of this Agreement. If you are an individual using or accessing Online Banking and/or Mobile Banking on behalf of or for the benefit of an account holder with which you are associated, then you are agreeing to this Agreement on behalf of yourself and the account holder you represent and warrant that you have the legal authority to consent to this Agreement. This Agreement supplements any account agreement you have with Forbright Bank's Digital Banking, Consumer Division.

This Agreement will be controlling in the event of any conflict between it and any other document or written or oral statement including but not limited to one of our employees with respect to Online Banking and/or Mobile Banking. This Agreement is not for the benefit of any other person, and no other person has any right under this Agreement against you or us, and nothing contained in this Agreement creates any agency, fiduciary, joint venture, or partnership relationship between you and us.

You understand that it is your responsibility to use Online Banking and/or Mobile Banking in compliance with all applicable laws, rules and regulations. Accessing Online Banking and/or Mobile Banking from locations where its contents or use is illegal is prohibited by the Bank. You acknowledge that the Services and any software underlying such Services are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. If you choose to access Online Banking and/or Mobile Banking from locations outside of the United States, you understand that you do so at your own risk. Continued use of any and all services is contingent on your Account(s) remaining in good standing with the Bank and the other conditions stated in this Agreement.

II. ONLINE BANKING AND MOBILE BANKING SERVICES

Online Banking

1. Online Banking services may include:

- a) Requesting available information concerning any of your Account(s) including but not limited to:
 - View account balance
 - View transaction history
 - Account statements
 - IRS Tax forms related to interest reporting
 - b) Money movement management including:
 - Funds transfer (deposits and withdrawals) via Automated Clearing House Network ("ACH")
 - Linking and managing external accounts for ACH movement
 - Scheduling recurring deposits
 - c) Managing security preferences
 - d) Managing alerts which are electronic messages that may be generated and sent to you ("Alerts").
 - e) Secure message communication within the application
 - f) User profile maintenance including but not limited to:
 - Adding/updating beneficiary information
 - Change of address
2. Access to Online Banking requires creation of a username and password upon enrollment through the Bank's website and a working Internet connection. Please see System Requirements for details.

Mobile Banking

1. Mobile Banking services are the same as Online Banking, being accessible through a mobile device.
2. Access to Mobile Banking requires:
 - a) Accessing the Forbright Bank app available on the Apple App (iPhone and iPad) or Google Play Store (Android phone or tablet).
 - b) Open and active Account(s) in good standing.
 - c) A mobile phone number; that you will be required to verify by entering the verification code that you receive via SMS.

You agree to provide a valid email address and phone number so that we may send you information related to your Account (s). You will update your information in Online Banking and/or Mobile Banking if any email address or phone number you provided is changed or surrendered by you or notify us immediately.

III. SYSTEM REQUIREMENTS

You are responsible for obtaining, installing, maintaining, and operating all systems necessary to access and use Online Banking and/or Mobile Banking, including your up-to-date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and Internet security software (the "Systems"). You are additionally responsible for obtaining internet services via the internet service provider of your choice. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the internet and you hereby expressly assume such risks.

You acknowledge that you are responsible for the data security of the Systems used to access Online Banking and/or Mobile Banking, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested to use and access Online Banking and/or Mobile Banking for your convenience, have made your own independent assessment of the adequacy of the internet and Systems, and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the internet or your Systems, nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third-party site where you may download software, we make no endorsement of any specific software, hardware or internet service provider and your use of any such software, hardware or Service may also be subject to the end-user license agreement or other agreements of that provider, in addition to the terms and conditions of this Agreement.

You understand and agree Online Banking and/or Mobile Banking may not be encrypted and may include personal or confidential information about you, such as your account activity or status. Delivery and receipt of information, including instructions, regarding money movement transactions through Mobile Banking may be delayed or impacted by factor(s) pertaining to your internet service provider(s), wireless carrier(s) or other parties, or because of other reasons outside of our control. You also understand that there may be a disruption in service when you change your internet service provider(s) or wireless carrier(s).

You authorize your wireless carrier to use and/or disclose information about you and your wireless device to Forbright Bank which we may use for the duration of your relationship with us, to help identify you or your wireless device and to help protect against fraudulent activity or unauthorized use of our services under this Agreement. Those details may include, name, address, email, phone number, device location and others as deemed necessary.

We do not warrant that Online Banking and/or Mobile Banking will be compatible with your mobile device or carrier. Your use of Online Banking and/or Mobile Banking may be subject to the terms of your agreements with your mobile device manufacturer, your mobile carrier or Internet service provider(s). You may not use a modified device to access and use Online Banking and/or Mobile Banking if the modification contradicts the manufacturer's software or hardware guidelines, including disabling hardware or software controls. You understand that Apple Inc. and Google, Inc have no responsibility to provide maintenance and support services for use of Online Banking and/or Mobile Banking through their applications.

IV. EXTERNAL ACCOUNT TRANSFERS

Subject to the terms of this Agreement, external account to account transfer services can be used to transfer funds to and from your Account(s) at the Bank to designated external deposit accounts in which you have ownership as a sole or joint owner and are eligible transaction accounts. If you are not the sole or joint owner of the account(s), you acknowledge that you have all necessary legal right, power, and authority to transfer funds between your Account(s) and eligible external account(s).

You may initiate a one-time transfer instruction for which processing shall be initiated immediately, a one-time transfer instruction for which processing shall be initiated at a later specified date up to one (1) year, and a recurring series of transfer instructions for which processing shall be initiated on the specified dates.

When we receive a transfer instruction from you, you authorize us to debit your Account and credit funds on your behalf to the eligible external Account designated by you. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block an external transfer instruction that you have initiated, we will notify you in accordance with your user preferences (e.g., email, text).

We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Account does not have sufficient funds to complete the transfer.
2. Online Banking and/or Mobile Banking is not working properly, and you know or have been advised by us before you execute the transaction.
3. The transfer is refused by us. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
4. You have not provided us with the correct information, including but not limited to the correct eligible external account.
5. Circumstances beyond our control (such as, but not limited to, a natural disaster, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

It is your responsibility to ensure the accuracy of any information that you enter in Online Banking and/or Mobile Banking, and for informing us as soon as possible in Online Banking and/or Mobile Banking or by contacting us at 800-550-0159 if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

V. ALERTS

Enrollment in Online Banking and/or Mobile Banking includes Alerts. Alerts are only available to customers who have an eligible deposit account with us, are provided for your convenience, and do not replace your periodic account statement(s) or other notices. You may be automatically enrolled to receive certain Alerts.

By receiving or otherwise using Online Banking and/or Mobile Banking, you understand and agree that: (a) we may send messages through your wireless carrier in order to deliver them to you and that your wireless carrier is acting as your agent in this capacity; (b) we may use a phone number, email address, or other delivery location we have in our records for you or other such contact information as you may provide to us for Online Banking and/or Mobile Banking so that we may send you certain information about your applicable Account; and (c) the Alerts may be delayed and/or delivered at any time of the day or night.

There is no service fee for the Alerts but you are responsible for any and all charges, including fees associated with text messaging imposed by your wireless carrier. Message frequency depends on user preferences. You can opt out of non-security related Alerts at any time online or by contacting us at 800-550-0159.

VI. ACCOUNT CREDENTIALS

To prevent unauthorized access to your accounts and to prevent unauthorized use of Online Banking and/or Mobile Banking, you agree not to give or make available your account number(s), username, your password, credentials, or other means of accessing your accounts, including biometric sign-in methods to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials.

If you permit any other person(s) or entity(ies), including any data aggregation service providers, to use your user ID, password, or other means to access your account information and/or account numbers, you are authorizing any transactions and activities performed by them and are responsible for any transactions and activities performed from your accounts and for any use of your personal and Account information by any person or entity to whom they may provide that personal and Account information.

If you believe that your credentials have been lost or stolen or that someone may have accessed or attempted to use them without your consent, you must inform us at once by contacting us at 800-550-0159.

We may, at any time, change the parameters for your password without prior notice to you, and if we do so, you will be required to change your password the next time you access Online Banking and/or Mobile Banking.

VII. RISK OF LOSS

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than Online Banking and/or Mobile Banking to ensure the accuracy and completeness of such transaction(s). Except as otherwise provided by law, you assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected. In addition, you will bear the entire risk of loss, destruction, and damage from any cause whatsoever, and no such loss, destruction, or damage shall impair any of your obligations hereunder which shall continue in full force and effect.

VIII. OTHER FEES AND CHARGES

General access to Online Banking and/or Mobile Banking is currently provided to you at no additional cost. However, you will be responsible for paying any third-party service fee such as telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or internet access services to connect with Online Banking and/or Mobile Banking or that apply in connection with the provided services. In addition, you are responsible for any and all charges, including fees associated with text messaging, data, or other message services imposed by your wireless carrier, including for short message service (SMS).

IX. CHANGE IN TERMS OR NEW FEATURES

We may amend or change the terms of this Agreement or update, discontinue, or modify any of the Online Banking and/or Mobile Banking features (including adding new services or additional features for existing services, applicable fees, and charges), at any time in our sole discretion. If any change would adversely affect you, we will notify you in advance, unless the change is

necessary to comply with a legal requirement or as otherwise permitted by regulation. Otherwise, we will post the updated terms on the Forbright Bank website. We may, at our option, also send you notice by email, unless the law requires a different method. Continuing to have a digital profile with us (i.e., login credentials that provide access to your account through Online Banking) after we have made such amendments, changes, new services, or features available will be considered your agreement to the change or addition. Please access and review this Agreement regularly. If you find this Agreement unacceptable to you at any time, please discontinue your use of Online Banking and/or Mobile Banking. To close your account, please contact us at 800-550-0159.

X. RESTRICTIONS

You agree not to attempt to log into Online Banking and/or Mobile Banking from any country under sanctions and/or considered high or moderate risk by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log into Online Banking and/or Mobile Banking from one of these countries may result in your access being restricted and/or terminated.

XI. SERVICE INTERRUPTIONS

Online Banking and Mobile Banking services are typically available for your use 7 days a week, 24 hours a day. However, we may from time to time (a) perform maintenance or (b) experience hardware, software, or other problems related to Online Banking and/or Mobile Banking, resulting in interrupted service, delays, or errors. Your ability to access Online Banking and/or Mobile Banking may be limited during periods of high volume, systems upgrades, and maintenance, or for other reasons. If Online Banking and/or Mobile Banking is not available for transactions or if conditions render its use inappropriate, you agree to use alternative means to conduct transactions or place your requests, such as contacting us at 800-550-0159. We will not be liable to you if you are unable to access Online Banking and/or Mobile Banking, or complete transactions through them.

XII. AGGREGATED DATA

Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of Online Banking and/or Mobile Banking, may be used by us and our service providers to conduct certain analytical research, performance tracking and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.

XIII. PRIVACY

Your privacy and the security of your information are important to us. Please review our Internet Privacy Policy at <https://www.forbrightbank.com/legal/internet-privacy-policy/> and Privacy

Notice at <https://www.forbrightbank.com/legal/privacy-notice/> to better understand our commitment to maintaining your privacy and our use and disclosure of your information.

XIV. COMMUNICATION

You agree to provide a valid email address and phone number so we may send you certain information related to Online Banking and/or Mobile Banking, including for servicing or managing any of your accounts. You will immediately notify us if any phone number, email address, or other contact information you have provided is (a) surrendered or (b) changed by you at:

Forbright Bank

Digital Banking, Consumer Division

4445 Willard Avenue, 10th Floor

Chevy Chase, Maryland, 20815

Customer Support Email: customersupport@forbrightbank.com

Customer Support Phone: 800-550-0159

You consent to receive electronic communications and disclosures from us related to Online Banking and/or Mobile Banking. You agree that we can contact you by email at any email address you provide to us in connection with any Forbright Bank product, service, or Account or through the mobile device on which you have downloaded our mobile banking app. It may include contact from companies working on our behalf to service your accounts. If at any time you revoke your consent to receive such electronic communications and disclosures, certain services may be canceled.

Unless otherwise prohibited by law or the applicable privacy policies, any communication or material you transmit to us via Online Banking and/or Mobile Banking or email is on a non-confidential basis, and we may use such communication or material for any purpose, including reproduction, publication, broadcast, and posting. We are entitled and, in some cases, obligated to monitor, retain, and review all communications to us or made via Online Banking and/or Mobile Banking, including those by telephone, email, and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations, and to maintain the security of Online Banking and/or Mobile Banking. You agree that the information you provide to us in connection with this Agreement will be complete and accurate.

XV. THIRD PARTY MATERIALS

Certain functionality may make available access to information, products, services, and other materials made available by third parties ("Third Party Materials") or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us and our licensors to access, route, and transmit to you the applicable Third Party Materials.

Neither we nor our licensors control, endorse, or are responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness, or safety of Third Party Materials, or any intellectual property rights therein or the security of any information. Nothing in this Agreement shall be deemed to be a representation or warranty

by us or our licensors with respect to any Third Party Materials. Your use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such Third Party Materials (such as terms of service or privacy policies of the providers of such Third Party Materials). You acknowledge and agree that we are not responsible or liable for any Third Party Materials.

XVI. NO WAIVER

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

XVII. ASSIGNMENT

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

XVIII. DISCLAIMER OF WARRANTIES

Except as otherwise provided herein and subject to applicable law, neither we nor our third-party service providers, network, or partner financial institution we may engage to perform functions for us under this Agreement including our or their owners, directors, officers or agents, make any express or implied warranties, representations, or endorsements whatsoever concerning the services. We and our service providers expressly disclaim all warranties of any kind, express, implied, statutory, or otherwise, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, concerning the services described or provided. Neither we nor our service providers, including our or their owners, directors, officers or agents, warrant that the services will be uninterrupted, timely, secure or error-free, or that defects will be corrected. You agree your use of the services and all information and content is at your own risk and the services are provided on an "as is" and "as available" basis.

Neither we nor our service providers, including our or their owners, directors, officers or agents, warrant that the website, or the server that makes them available, is free of viruses or other harmful components. You assume the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components. Any material downloaded or otherwise obtained through the use of Online Banking and/or Mobile Banking is done at your discretion and own risk. This section shall survive termination of this Agreement.

XIX. LIMITATIONS OF LIABILITY

Except as otherwise provided herein, and subject to applicable law, in no event will we or our service providers, including our or their owners, directors, officers, or agents be liable for any damages whatsoever, including, but not limited to any direct, incidental, consequential, special,

exemplary or other indirect damages arising out of (i) any transaction conducted through or facilitated by the services; (ii) any claim attributable to errors, omissions, or other inaccuracies in the services described or provided, (iii) unauthorized access to or alteration of your transmissions or data, or (iv) any other matter relating to the services described or provided, even if we or our service providers have been advised of the possibility of such damages. If you are dissatisfied with the services or with the terms of this agreement, your sole and exclusive remedy is to discontinue using the services.

Further, we shall not be liable to you or any third party for failure to execute any transfer or perform a related act if such failure is due to causes or conditions beyond our reasonable control, including without limitation, strikes, riots, insurrection, war, military or national emergencies, acts of god, natural disasters, fire, outages of computers or associated equipment, quarantines, pandemics, or failure of transportation or communication methods, or power supplies. This section shall survive termination of this Agreement.

XX. INDEMNIFICATION

You acknowledge and agree that you are personally responsible for your conduct while using Online Banking and/or Mobile Banking, and except as otherwise provided in this Agreement, you agree to indemnify, defend, and hold harmless us, our vendors, including our or their owners, directors, officers, or agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors, or inability to use the Services, or any violation by you of the terms of this Agreement or your breach of any representation or warranty contained in this Agreement. This section shall survive termination of this Agreement.

XXI. GOVERNING LAW

This Agreement shall be governed by the laws of the United States (including federal arbitration law) and the state of Maryland, without regard to its choice of law rules, and regardless of your location. This Section shall survive the termination of this Agreement.

XXII. SEVERABILITY

If any provision of this Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void, or unenforceable are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law.