

Understanding Your Business Deposit Account

Terms and Conditions

Your Ability to Withdraw Funds

Business Debit Card Agreement

Terms and Conditions

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TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents. When you open an account on behalf of a non-personal or legal entity, we will ask for similar information about the authorized signer(s) and legal entity's beneficial owner(s).

AGREEMENT - This document, along with any other account opening documents we give you pertaining to your account(s) states the terms and conditions of your account contract with us. Please read these terms and conditions carefully and retain it along with any information we give you regarding changes to your account contract, for as long as you have your account with us. By signing the Account Agreement or by electronically agreeing to the Account Agreement, you agree to all terms and conditions of your account contract. By opening or continuing your account, or using any account-related service, you confirm your agreement to all the terms of your account contract. If you have any questions about your account contract, please contact us.

Your account contract and disputes relating in any way to your account or your account contract will be governed by applicable federal laws, the laws of the state of Maryland and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

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. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean Forbright Bank, a Maryland state-chartered bank and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

LIABILITY - You agree, for yourself (and the entity you represent if you sign as a representative of another) to the terms of this account contract and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each account holder also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by applicable law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions deposited by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

We do not have to notify you of any oral, written, or electronic order to deposit funds to your account (including incoming wire transfers and ACH credits) other than the notice you receive in your account statement. We are not able to tell you if a check or other item you deposited to your account is "good," has "cleared," or is subject to a return or other adjustment. You continue to be legally responsible to us for all items deposited to your account, before and after we make the deposits available to you.

You designate us as a depository for your funds. You give us permission to open any bag, package, envelope or other container that you (or someone on your behalf) deliver to us containing cash, check, or items to be deposited into your account. We may: (1) refuse to accept any deposit that is not acceptable to us and send it back to you; (2) correct any mistake you make on any deposit slip and remove reference on a deposit slip to any cash, check, or item that is not found in the container; and (3) deposit the contents of the container to your account. You agree that: (a) we will have until the end of the banking day following receipt of a container to deposit the contents into your account (a "banking day" for this purpose means any day other than a day on which we are closed for business); (b) we are not legally responsible for any missing cash, checks, or other items you claim were in the container, unless you can prove that we or one of our employees actually received the missing items; and (c) there will be no deposit into your account of any of the contents of a container until we actually enter the deposit into our system records. All deposits are subject to verification and we may adjust your deposit during reconciliation processes.

Transactions by mail - You may deposit checks or drafts by mail. You should indorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may

apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

WITHDRAWALS -

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any account holder or person who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each account holder (until we receive written notice to the contrary) authorizes each account holder or person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the check number, date, amount and payee of the item.

Checks and withdrawal rules - You are responsible for any losses that result if you: (1) have your checks printed by someone who has not been approved by us; (2) use check stock or features (such as security features) that cause important information to disappear or be obscured upon truncation ("truncation" generally means replacement of the original check with an image copy as part of the check collection process); (3) make your check out in a way that causes important information to disappear upon truncation (such as using a lightly colored ink); or (4) use check stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding, duplicate serial numbers, or other defects. You must use consistent check stock for the checks you issue from your account and issue checks in serial order to help detect any fraudulent items. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We may require advance notice for large cash withdrawals (including when you cash a large check). We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to an early withdrawal penalty. See your separately provided notice of penalty for early withdrawal.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Determining your available balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account's available balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account any time. We do not have to notify you beforehand, or at the time of our decision, whether or not we will pay an item or authorize a transaction that exceeds your account's available balance. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, tap to pay, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Payment order of items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of overdraft and NSF items and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

- First, credit transactions are applied in timestamp order.
- Then, transfers and teller transactions are applied, chronologically based on the date and time of transaction, starting with the lowest number. Transfers and teller transactions include, but are not limited to, checks deposited or cashed at our teller window, checks deposited via remote deposit capture/mobile banking, automatic loan payments, internet transfers, etc.
- Then, we apply ATM, Debit Card, and Person to Person (P2P) transactions chronologically based on the date and time of the transaction on the day they are presented or shown as pending.
- Then, we apply ACH and wire transfer debits, in ascending order based on the date and time they are presented or shown as pending. ACH and wire transfer debits include, but are not limited to, ACH funds transfers and withdrawals, outgoing wires, online banking transfers, and electrified checks (i.e. when a merchant submits your check to us electronically).
- Then, we apply checks (other than those in the categories described above) and other debits (other than those in the categories described above), chronologically based on the date and time of transaction, starting with the lowest number.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

AUTHORIZED SIGNERS - Business owners may designate authorized signers or other persons to act on behalf of the business concerning your account ("authorized persons"). Unless we agree otherwise in writing, each authorized person will have the right to: (1) make deposits to your account, or withdrawals and transfers from your account, by whatever means we allow; (2) get and release information concerning your account; (3) sign any check or other item or document concerning your account; (4) change the ownership on your account; and (5) close your account. Notwithstanding any prior agreement, practice, or request from you, we will not monitor checks or other items for two signatures. Checks are processed by high speed equipment, and we cannot commit to a manual review of checks.

Authorized persons include any person:

- Named or described in a resolution for your business, certificate of authority you sign, or your Account Agreement, as an authorized signer or other person authorized to act concerning your account;
- To whom you give blank checks, your account number, your Card, your PIN, or your online banking password for purposes of transacting business on your account;
- With actual, implied, or apparent authority to act on your behalf concerning your account; or
- Appointed by a court to act on your behalf concerning your account.

You are bound by all actions of an authorized person concerning your account, except where the law provides otherwise. Before accepting instructions or transactions from an authorized person, we may require you, and all other account owners, to sign forms and give us other legal documents acceptable to us that establish the powers of the authorized person to act concerning your account.

Even if you provide us with documentation restricting the rights of any authorized person, you agree that these restrictions are between you and the authorized person, and we are not responsible for monitoring the actions of any authorized person. You therefore agree that we are not legally responsible to you if we accept an instruction or transaction from an authorized person that: (1) is not done solely for your benefit or your estate's benefit; (2) appears to benefit the authorized person; (3) exceeds the authorized person's authority; or (4) happens after the authorized person no longer has authority to act concerning your account, including as a result of your death or legal incompetence, except as set forth in the following paragraph.

You agree to notify us promptly in writing when an authorized person no longer has your permission to act in connection with your account. The notice must be in a form reasonably acceptable to us. A person is no longer an "authorized person" after we receive your notice and acknowledge that we will remove that person as an authorized person from your account records and have a reasonable opportunity to act on such removal. It is your responsibility to ensure that this formerly authorized person has no access to checks, Cards, PINs or online banking for your account.

You give us permission to take all of the following actions upon the written, oral, telephone, or electronic instruction or order, or other authorization, purporting to come from any person named or described as an authorized signer in your Account Agreement:

- Open an account with us, subject to the Account Agreement as it now exists, or may be changed in the future;
- Make deposits to your account or withdrawals from your account by any means we allow;

- Endorse (sign the back of), cash, negotiate, or deposit into the account any checks payable to you or your business or any other party (or cause any of these to happen);
- Get and release information concerning your account;
- Pay and charge to your account all checks, drafts, withdrawal orders, and other items signed manually (handwritten) or by use of a non-handwritten signature (meaning rubber-stamped, facsimile, machine-produced, or other signature that is not handwritten);
- Permit withdrawals of any amount and take any other action with respect to your account or funds in your account (including, but not limited to, the transfer or wire transfer of funds to an account with the same or different ownership at our bank or another institution, or use of the funds for investment purposes);
- Enter into separate agreements with us that provide for the transfer or wire transfer of funds into or out of your account, the sweep of funds into or out of your account, the investment of funds in your account, or other services related to you, your account, or your business;
- Change, add, or remove the authorized signers for your account;
- Change the ownership of your account;
- Honor any other instructions or orders of any kind; and
- Take all other actions of an "authorized person" described above.

All of the foregoing actions will be binding on you, including those situations where funds in your account are paid or payable to an individual or benefit of the authorized signer or us. We may take any of the foregoing actions upon the instruction, order, or other authorization purporting to come from any one of the authorized signers, regardless of the number of signatures you require. We do not have to make any inquiry or investigation before taking any of the foregoing actions.

You agree that we may rely on all actions, instructions, and certifications taken, given, or made by any of the persons named or described as authorized signers in your Account Agreement and that those actions, instructions, and certifications are binding on you until we have received written notice in a form acceptable to us that the person is no longer an authorized signer and we acknowledge that we will remove that person as an authorized signer from your account records and have a reasonable opportunity to implement and act on such removal. It is your responsibility to ensure that this formerly authorized signer has no access to checks, cards, PINs or online banking access for your account. We may refuse to honor any instructions, including requests to withdraw or transfer funds from your account, by a person named or described as an authorized signer in your Account Agreement without additional written assurances from you, acceptable to us, concerning that person's authority.

This Section is not intended to restrict a party to a Deposit Account Control Agreement from exercising their rights under such agreement.

STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Please contact us about the rules for stopping payments on other types of items.

You may ask that we: (1) stop payment on a check you have written against your account, unless we have already paid or certified the check; or (2) not pay a check before the date written on the check (called "postdated checks"), unless we have already paid the check. We may accept an order to stop payment on any item from any account holder or authorized signer. You must make any stop-payment order in the manner and in time to give us a reasonable opportunity to act on it. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the check number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stoppayment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. We do not honor a stop-payment request after it has expired.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

If you ask us to stop payment on a check or to not pay a check before the date written on it, and we pay the check anyway, we do not have to put the money back in your account and are not legally responsible to you unless: (1) your request meets all the requirements of this section; (2) you show to our reasonable satisfaction that you were not legally responsible for payment of the check and were not otherwise required to pay the payee; and (3) you show to our reasonable satisfaction that you did not benefit from our payment of the check. We also do not have to put the money back in your account if we are not legally responsible for paying the check under applicable law or required to pay the check under applicable law.

We do not have to honor your request to stop payment on a certified check, official bank check, cashier's check, or teller's check, except as required by applicable law if they are lost or stolen. If we agree to such a request (and where permitted by applicable law), we may require you to give us security, such as a bond or other collateral, to protect us from loss for honoring your request. Contact us immediately if one of these kinds of checks is lost, destroyed, or stolen.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

AMENDMENTS AND TERMINATION - We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted applicable by law. If we close the account, we will deliver any remaining account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent.

STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement is first sent or made available to you. We will not be liable to you for an unauthorized transaction you report after the 60 day period; however, we will attempt to recover funds based on check presentment warranties and credit your account for any such recoveries.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - Errors may occur with deposits, withdrawals and other transactions affecting your account, such as transactions at a branch or in connection with your use of an ATM or online banking. We will correct any errors we discover during our account reconciliation processes that adversely affect your account. However, we cannot assure you that we will discover all errors, or if we do discover an error, that we will be able to identify the affected account(s). You are responsible for promptly reviewing your account statements and receipts and notifying us of any errors. You agree that if you, we, or both of us make an error on your account, we may correct the error without notifying you beforehand. Ordinarily, the correction will appear on your account statement if the error and the correction took place on different days. In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by applicable law. We may also use any other available legal remedy to recover the amount of our liability.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. We do not have to first determine how much of the deposit was contributed by that partner, unless the law requires us to do so. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date. Certain deductions are not considered "setoffs" but are nonetheless authorized under your account contract and are referred to as "recoupment." To the extent legally permitted, these deductions may be made from deposits due to government benefit programs (such as social security) to the same extent as other deposits.

This right of setoff does not apply to this account if prohibited by applicable law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We may make these deductions even if the deduction results in an interest penalty, early withdrawal charge, dishonor of checks, or other fees to you. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff, sometimes referred to by employees as the "right of offset".

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been

affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

You will be responsible for maintaining the security of facsimile signature(s) or any device used to make facsimile signature(s). You alone will have the risk of unauthorized use of a facsimile signature, whether or not you were negligent. All non-handwritten signatures will be effective as your authorized signature or endorsement, whether or not you were negligent.

MISSING SIGNATURES, FORGERIES, AND ALTERATIONS - We are not responsible for reviewing the number or combination of signatures on any check written against your account. You may not specify that you require more than one signature for checks written against your account, but if you do, we are not legally responsible to you if a check has fewer than the number of signatures you required as long as the check has at least one of the required signatures. We are not legally responsible to you for failing to detect a forgery of your signature or any other signature on, or an alteration (unauthorized change) of, any check, if the forgery or alteration is not apparent from the face of the check.

CHECK PROCESSING - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the date of the check, amount, check number and payee. Using an automated process helps us keep costs down for you and all account holders. You agree, to the extent the law allows, that we are not legally responsible to you for:

- Any losses that result from our use of customary banking practices or actions we take that are permitted under your account contract;
- Any other losses provided we have acted in good faith and with ordinary care;
- The actions or inactions of another financial institution or any person not under our control; or
- Any indirect, incidental, special, consequential or punitive damages for any errors or mistakes we make in good faith: (1) no matter what the legal theory; and (2) whether the consequences are foreseeable or not.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint. You agree that we may refuse to cash the check if: (1) the person attempting to cash the check does not provide the identification we require or refuses to pay our check cashing fee; or (2) we have reason to believe, or we have any other suspicion, that the person attempting to cash the check is not entitled to the funds or that there is some other problem with the check.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine. You will execute any affidavits or other documents we request to verify your indorsement and defend against any indorsement claims.

DEATH OR INCOMPETENCE - You agree to notify us promptly if account holder or authorized person dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, agents or escrow agents named under written agreements, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree to give us current information about your business and your financial situation when you apply for an account and whenever we ask for this information while you have a banking relationship with us. You agree that all information you give or will give us is true, correct, and complete.

Authorized signers give us permission to obtain consumer reports and other kinds of financial and personal information about you from consumer reporting agencies (sometimes called "credit bureaus") and others. We may get this information when you apply for an account and at any later time while you have a banking relationship with us. A "consumer report," is any kind of report we get from a consumer reporting agency concerning your: (1) credit worthiness; (2) credit standing; (3) credit capacity; (4) character; (5) general reputation; (6) personal characteristics; or (7) mode of living.

If you operate a sole proprietorship, we may report information about your account to consumer reporting agencies, including overdrawn accounts or other payment defaults.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

ACCOUNT SECURITY -

Your Duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers, PIN, username, password, and electronic access devices (e.g., a Business Debit Card we provide you for your accounts. Do not write or store your PIN on your card. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers, financial information or access devices with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Positive pay and other fraud prevention services - We offer certain services for use by our business account customers to help protect against fraudulent transactions affecting their accounts. These procedures include "positive pay" services, as well as other safeguards. "Positive pay" services require you to authorize payment of checks before we pay them. To the extent available for your account's product type, we strongly recommend that you utilize the positive pay service as a security measure for your account. You agree that positive pay services are a commercially reasonable measure to reduce losses related to fraud and unauthorized transactions on your account. You agree that if positive pay services are available for your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented or reduced had you utilized the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure for any payment process, which you reject, you agree that you are responsible for any payment order, that we accept in compliance with an alternative security procedure that you have selected, regardless of whether or not you authorized such payment order. You agree that any such security procedures are designed to prevent unauthorized transactions and not to detect errors in transactions.

You agree to maintain the security of your checks, cards, PINs or online banking access and the use thereof by you and your employees, agents, authorized persons, and authorized signers. You are responsible for all transactions made using your access devices and security credentials, regardless of whether or not you authorized them. However, if applicable law gives you a greater protection against losses from the unauthorized use of your Card, then the more favorable legal limits will apply.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. We may require you to notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

CHANGES IN NAME AND CONTACT INFORMATION - You are responsible for notifying us of any change in your business ownership, business name, business address, authorized signers or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is insufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - A creditor or governmental agency may attach your account by service of legal process in any state in which we operate a branch. If we receive any legal papers relating to you or your account, such as a garnishment, levy, or order from a court or government agency, we may: (1) hold the funds in your account (or remove them from your account and hold them in a separate account that does not pay interest) until we determine who has the legal right to them; and (2) pay funds from your account as the legal papers require. If your account is a joint account and the legal papers relate to any one of the joint account owners, we may put a hold on the funds and pay them as the legal papers require without first determining how much was contributed to the account by each joint account owner. We may do so regardless of any presumption of ownership under the law.

If you file for bankruptcy or bankruptcy is filed against you, we may put a hold on the funds in your account and turn them over to the bankruptcy trustee. If we are not sure how much of an account is affected by any legal papers or bankruptcy, or if we are aware of any dispute regarding your account or ownership of funds in your account, we may: (1) put a hold on the funds in your account and require a court order telling us where to pay the funds; (2) pay the funds to the court; or (3) require you to give us a liability bond (which is similar to an insurance policy that protects us). The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

Any claim, controversy or cause of action relating to your account contract must be commenced within one year after such claim or cause of action arose or such claim or cause of action will be forever prescribed and barred. We and you each hereby irrevocably and unconditionally waives, to the fullest extent we and you may legally and effectively do so, any and all right to trial by jury arising out of, or related to, the account contract.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. If we suspect that you or anyone else is using your account for illegal activities, we may close your account or put a hold on your account and any other checking or savings accounts you have with us without notifying you in advance, unless the law requires otherwise. We reserve the right to reject all Internet gambling transactions.

FUNDS TRANSFERS - You agree that this section is governed by Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A) and the terms used in this section have the meaning given to them in UCC 4A as adopted by the State of Maryland. This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the State of Maryland. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. You also agree to be bound by all funds-transfer system rules, rules of the Board of Governors of the Federal Reserve System (Board) and their operating circulars, as appropriate. Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board, this section is subject to UCC 4A as adopted in the state in which you have your account with us. If any part of this section is determined to be unenforceable, the rest shall remain effective. This section controls funds transfers unless supplemented or amended in a separate record. Generally, this section will not apply to you if you are a consumer. For example, this section generally does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA). However, this section does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA. To the extent this section is not inconsistent with the EFTA, this section may also apply to a consumer electronic fund transfer sent through the FedNow system or through the Real Time Payments system (RTP) operated by The Clearing House. In addition, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH. You agree to be bound by automated clearinghouse rules for any ACH entries. Your sole recourse for unauthorized ACH transactions is against the originator of the transaction if you notify us of the transaction after the deadline under ACH rules for us to return the transaction.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - Each payment order you give us must comply with all applicable laws. You agree to comply with any rules or requirements relating to the format of payment orders, cut-off times for delivery of payment orders for processing, and other administrative rules relating to funds transfers and payment orders we may, from time to time, prescribe. We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account. You are solely responsible for the accuracy and completeness of all fund transfers and payment orders.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day. To learn our cutoff time for funds transfers or payment orders, please ask us.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - "Security Procedure" means a procedure established by agreement between our customers and us for the purpose of verifying that a funds transfer or communication amending or canceling a funds transfer is that of the customer, which may include the use of codes, identifying words or numbers, encryption, callback procedures, or similar security devices. You agree to comply with the Security Procedures with respect to payment covered by

these terms and conditions. Security Procedures are contained in these terms and conditions and in other written procedures we may provide in connection with additional services. The Security Procedure include the issuance of access devices and/or credentials and the measures to safeguard the confidentiality of the access devices and/or credentials to prevent unauthorized access. We may from time to time modify or add to its Security Procedures and will give you written or other appropriate notice thereof. We have the right, but not the obligation, to audit your compliance with the Security Procedure. By using the fund transfer services and initiating payment orders, you agree that the Security Procedure as described in these Terms and Conditions is commercially reasonable for the size, type, and frequency of the funds transfers (i.e., wires or ACH transactions) that you expect to initiate. You agree to be bound by payment orders, whether authorized or unauthorized, which we process in compliance with the Security Procedures, unless you have given us prior notice of possible unauthorized use as described herein and we have had a reasonable opportunity to act on such notice. The Security Procedures are designed to ensure the authenticity of the requests issued to us and to prevent unauthorized access. The Security Procedures are not designed to detect errors in the content or transmission of any payment order, and we assume no responsibility for the failure of the Security Procedures to detect errors.

You acknowledge that the Security Procedures are appropriate and commercially reasonable to afford protection against unauthorized transactions on your account. You assume the risk that any person using the access devices and credentials following the Security Procedures will be able to conduct transactions on your accounts. Your failure to secure access devices and credentials may allow an unauthorized person to initiate payment orders, view/obtain account or check information, deposit checks, access communications and financial data. We have no liability to you or any other third party for any unauthorized transfers of funds or other use of payment orders hereunder when we receive the required information or instructions in accordance with the Security Procedures, including the use of the access devices and credentials, even if the person providing information or instructions (i) has exceeded his/her/their authority; (ii) does not have authority from you; (iii) has had his/her/their authority changed or revoked; or (iv) is not the same person to whom the devices or credentials were issued. You are liable to us for any and all claims, losses and/or damages arising from payment orders by any person who utilizes the Security Procedures or who gains access by any other means, whether or not such action was authorized.

We will have no liability to you or any other third party for any unauthorized funds transfer following Security Procedures that occurs prior to you notifying us of the compromised, lost or stolen access devices or credentials or of any unauthorized account transactions and us having a reasonable opportunity to act on such notice. You will be responsible for any such transactions and/or any information obtained about the account when access devices and credentials are used and Security Procedures are followed. We may suspend or cancel access devices and/or credentials even without receiving such notice from you if we suspect the access devices and/or credentials have been compromised or are being used in an unauthorized or fraudulent manner.

We assume no responsibility to discover, audit or report to you any possible breach of security by any authorized signer, employee, agent or representative or unauthorized disclosure or use of any access devices and/or credentials. We make no representation or warranty of any kind whatsoever as to, and expressly disclaim liability for, the effectiveness or lack of effectiveness of any Security Procedure, credential, or security measure taken by us to verify the identity of any authorized signer or validate the authenticity of any transaction or payment order.

Identifying number - If you originate a funds transfer and you identify by name and number an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment. We may rely on the number even if the number identifies a bank, account or person other than the one identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Cancellation or amendment of payment order - You have no right to cancel or amend any funds transfer or payment order after it has been received by us. However, to the extent permitted by applicable law and ACH rules, we will use reasonable efforts to act on your request to cancel any such funds transfer or payment order before we process it, but we will have no liability if such cancellation is not completed. We will also use reasonable efforts to reverse an ACH entry after we have processed such entry, but we will have no liability if such reversal is not honored. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

Wire transfer orders - We may, but do not have to, allow wire transfers to or from your account. We may require you to give us any information that we consider necessary before completing a wire transfer. Before we make any wire transfer, you must provide evidence satisfactory to us of your identity and authority to make the transfer. When we act according to your instructions and the terms of your account contract or any separate wire transfer agreement between you and us, we will not be legally responsible to you because of any act or negligence of any third party who we do not directly control (including any agents we use), any instructions we receive that contain errors, equipment or system malfunctions, or any other cause outside our immediate control. We are not legally responsible to you for any errors in your wire transfer instructions. Therefore, any errors in the information you give us in the wire transfer instructions, including misidentification of a beneficiary, incorrect or inconsistent account names or numbers, incorrect identifying numbers of the intermediary bank or beneficiary bank, and misspellings, are your responsibility and we may process the instruction solely on the basis of the identifying number.

You agree to comply with the following security procedures for any wire transfers you ask for: (1) you must sign and deliver to us an order or other written instruction giving us permission to do the wire transfer and instructing us where to send the funds; and (2) you must provide us proof of your identity in a form that is acceptable to us or if we permit you to request a wire remotely, an authorized person on your account must verbally confirm the wire request through a callback initiated by us to a phone number for your account in our records. You agree that these security procedures are commercially reasonable. You agree that you are bound by any wire transfer instructions that comply with these security procedures, whether or not you authorized them. If you give us a wire transfer order that does not comply with these security procedures, and we accept the order in good faith, then: (a) you agree that you are bound by the order, whether or not it is authorized; (b) you will be deemed to have refused the security procedures we offer and recommend as commercially reasonable; and (c) you will have to pay us the amount of each such payment order even if it was not authorized. We do not have to accept any payment order that does not comply with the security procedures.

You give us permission to debit the amount of a wire transfer order and any related fees from the account you designate. We may, but are not required to, honor wire transfer orders that exceed your account's actual balance. Honoring your wire transfer order is not an assurance that funds on deposit in your account are "good." You may not rely on any contrary statement by us.

When you place a wire transfer order with us, you must select a financial institution as the beneficiary bank (recipient bank) for the transfer. For transfers within the United States, the beneficiary bank must be a member of the Federal Reserve System or a correspondent bank of such a member. If you identify a participating financial institution inconsistently by name and identification number, payment may be made on the basis of the identification number and your payment will be final (you cannot change it later) even if the identification number you provided does not correspond to the financial institution you have identified.

You may request that the funds either be deposited in a particular account at the beneficiary bank or that they be held at the beneficiary bank for your beneficiary. The beneficiary bank, not us, will be responsible for following your instructions and for notifying the beneficiary that the funds are available.

After the funds are transferred to the beneficiary bank, they become the property of the beneficiary bank. The beneficiary bank, not us, is responsible for locating, identifying, and making payment to your beneficiary. If your beneficiary cannot be identified, the beneficiary bank may return the funds to you. In some cases, the beneficiary bank may deduct a fee from the returned funds and we may also charge an incoming wire fee.

Wire transfers to beneficiaries within the United States are made only in U.S. dollars. Wire transfers to beneficiaries outside of the United States are made, at your option, in either U.S. dollars or foreign currency. We cannot guarantee the foreign beneficiary bank will accept U.S. dollars. Because of the laws of some countries where beneficiary banks are located, we cannot guarantee that your beneficiary will receive the funds in U.S. dollars. If your transfer must be converted to the local currency, the beneficiary bank may charge a fee for the conversion. If your transfer is converted to the local currency, the exchange rate will be the rate in effect on the Business Day we process your wire transfer order.

Regardless of the amount of your transfer order, the actual amount that your beneficiary receives may be reduced by taxes and charges imposed by the beneficiary bank, including, but not limited to, those for exchanging currency. If a wire transfer converted to a foreign currency is not completed and returned to your account, the funds will be exchanged back to U.S. dollars and the exchange rate in effect at the time of the conversion back to U.S. dollars will apply.

We use a variety of banking channels and facilities to make wire transfers, but will ordinarily use electronic means. We may choose any conventional means we consider suitable to transfer your funds to your beneficiary bank.

Because we do not maintain banking relations with every bank, we may use one or more intermediary banks to transfer your funds to the beneficiary bank. After we transmit your wire transfer order to an intermediary bank, the intermediary bank, not us, is responsible for completing your order.

You have no right to cancel or amend any wire transfer order after we receive it. However, if you ask us to cancel or amend your wire transfer order, we will make reasonable efforts to act on your request only if we receive your request before we execute the order. You must make your request at a time and in a manner that gives us reasonable opportunity to act on it. We are not legally responsible to you if we do not cancel or amend your wire transfer order.

If we have executed your wire transfer order, the order can be recalled or amended only if the beneficiary bank and any intermediary bank consent to such a request. We are not legally responsible to you for any loss resulting from a beneficiary bank's or an intermediary bank's failure to recall or amend your wire transfer order. If you decide that you want to recall your wire transfer order and we have already executed it, we will ask the beneficiary bank to determine whether or not the funds can be returned. If the beneficiary bank confirms that the funds can be returned and actually returns the funds to us, we will return the funds to you.

We or the beneficiary bank may deduct from your account or from the amount that is returned to you, any applicable service charges resulting from a cancellation, recall, or amendment of your wire transfer order.

We reserve the right to refuse your wire transfer order for any reason.

We do not have to detect errors in your wire transfer order, including, for example, an order to pay a beneficiary that you did not intend to pay or an order to pay an amount greater than the amount you intended. If we do detect an error in a wire transfer order, we do not have to detect errors in future orders.

While we will handle your wire transfer orders in a reasonably prompt manner, you agree that we will not be legally responsible to you for any delay, failure to execute, or error in executing any order due to circumstances beyond our reasonable control. This includes, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission, whether caused by strikes, power failure, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank.

Except as expressly stated in this document, we make no warranties, express or implied, concerning your wire transfer order, including the failure of any intermediary bank or beneficiary bank to credit your beneficiary with the amount of a wire transfer after their receipt of the order.

We may provide wire transfer services only on those days that the Federal Reserve System and we are actually open for business.

You agree to exercise ordinary care to determine whether there is any error, delay, or other problem related to a wire transfer. You also agree to notify us within a reasonable time if any of these things happen, but in no case more than 14 days after the date of your order. You also agree to notify us within a reasonable time, but in no case more than 14 days, after you receive notice of an unauthorized wire transfer. If we do not receive your notice within these time periods, we will not be legally responsible to you for the error, delay, problem, or unauthorized transfer. If we cause an error or delay with your wire transfer order, our sole obligation to you is to pay or refund such amounts as the law may require.

INDEMNIFICATION - You agree to defend, indemnify, and hold us harmless against any and all claims someone makes against us to pay money or take certain actions; awards made against us by a court or arbitrator to pay money or take certain actions; and expenses we incur for defending against such claims, including reasonable attorney fees incurred as a direct or indirect result of:

- Your failure to fulfill any of your promises under your account contract or if any of your warranties or statements in your account contract are untrue;
- Our refusal to act on the instructions of an "authorized person" or "authorized signer" without further written assurances, acceptable to us, of that person's authority;
- Our agreement to stop payment on a check, certified check, official bank check, cashier's check, or teller's check or other item; or to not pay a check before the date written on it; and
- Any other actions we take, reasonably and in good faith, that you authorize us to take under your account contract.

Your obligation to indemnify us will not apply to matters resulting solely from our own gross negligence, willful misconduct, or bad faith.

OUR LIABILITY TO YOU - We are responsible for processing your checks, funds transfers, payment orders, and carrying out other transactions concerning your account using customary banking practices, including, but not limited to, the following:

- Account automated processing of items. We will not visually inspect individual checks and we do not have to verify your signature or the endorsements (signatures on the back) for any check or other item.

- Using automated screening of items that may result in initial acceptance and processing, and then later rejection, of items not meeting our specifications.

You agree, to the extent the law allows, that we are not legally responsible to you for any losses that result from our use of customary banking practices or actions we take that are permitted under your account contract, any other losses provided we have acted in good faith and with ordinary care, the actions or inactions of another financial institution or any person not under our control or any indirect, incidental, special, consequential or punitive damages for any errors or mistakes we make in good faith no matter what the legal theory and whether the consequences are foreseeable or not.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

FDIC INSURANCE - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S OR TELLER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written or transactions on your account.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 P.M. or on a non-business day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 3:00 P.M. on a business day, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 3:00 P.M. on a business day or on a non-business day, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, will be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$6,725 on any one day.

You redeposit a check that has been returned unpaid.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks and U.S. Postal Service money orders will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

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

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available on the second business day after the day of deposit, except that U.S. Treasury checks that are payable to you will be available on the first business day after the day of deposit. Also, the first \$275 of a deposit will be available on the first business day after the day of deposit. Checks drawn on Forbright Bank will be available on the first business day after the day of deposit if the deposit is made at an ATM located on our premises.

All ATMs that we own or operate are identified as our machines. We do not accept deposits from ATMs we do not own or operate.

BUSINESS DEBIT CARD AGREEMENT TERMS AND CONDITIONS

Introduction. This Business Debit Card Agreement ("Agreement") contains contract terms and other important information relating to your Business Debit Card ("Card"). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

Applicable Law. This Agreement will be governed by the State of Maryland as well as federal laws and regulations. Normal banking customs and practices also apply.

Definitions. Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words "we," "our," and "us" refer to the financial institution which issues the Card. The words "you" and "your" refer to the owner of the specific account for which Card transactions are permitted. The word "Cardholder" refers to any person authorized by you to use the Card.

Business Card Purpose. You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose.

Account Requirement, Payment Responsibility, Transferability, Enforceability. The services described in this Agreement will be available to you only as long as you maintain a business checking or savings account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent.

If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

How to Use the Business Card, Security Procedures. The Card allows Cardholders to directly access the business checking or savings account. We will issue Cards and a PIN to you at your request. Each Card will identify your business as well as the Cardholder.

You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a PIN to be used together to obtain cash at designated ATMs. However, you may use your Business Debit Card to purchase goods or pay for services without a PIN. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return the Card to us. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and PIN. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

Termination and Amendments.

- We may terminate this Agreement by written notice to you.
- You may terminate this Agreement by written notice to us or by emailing customerservice@forbrightbank.com.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

Notices. Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

Order of Payment. Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks, drafts, and other items.

Stop Payment. Only stop-payment requests from you or the Cardholder who authorized the transaction will be honored. However, because Card transactions are often processed immediately, stopping or amending payment is difficult and we cannot ensure that any request you make will be effective. In order to be effective, we must receive your request in time to give us a reasonable opportunity to act. Your request must precisely identify the transaction by date, time, location and dollar amount. Only you may release a stop-payment request.

TYPES OF TRANSACTIONS

Below are the types of transactions your Business Debit Card will accommodate.

ATM Transfers. You may access your account by ATM using your Card and PIN to:

- make deposits to your checking account.
- make deposits to your savings account.
- get cash withdrawals from your checking account.
 - you may withdraw no more than \$750.00 per day.
 - All business checking accounts receive seven free "Anywhere" ATM withdrawals per month. "Anywhere" ATMs are defined as withdrawals from non Forbright Bank ATMs. Non Forbright Bank ATM surcharges will be rebated within one (1) business day
 - Refer to Fee Schedule for any foreign ATM fees (ATMs we do not own)
- get cash withdrawals from your savings account.
 - you may withdraw no more than \$750.00 per day.
 - All business savings accounts receive seven free "Anywhere" ATM withdrawals per quarter. "Anywhere" ATMs are defined as withdrawals from non Forbright Bank ATMs. Non Forbright Bank ATM surcharges will be rebated within one (1) business day.
 - Refer to Fee Schedule for any foreign ATM fees (ATMs we do not own)
- transfer funds from your checking account to your savings account.
- transfer funds from your savings account to your checking account.

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

Point-of-Sale Transactions. You may access your checking account with your Business Debit Card to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution and do anything that a participating merchant will accept.

Using your Card and/or PIN:

- you may not exceed \$2,500.00 in transactions per day.

Currency Conversion and Cross-Border Transaction Fees. If you initiate a transaction with your Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

Advisory Against Illegal Use. You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

FEES

- Please refer to the separate fee schedule for additional information on fees.

DOCUMENTATION

Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Retain Copies for Your Records. You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Periodic Statements. You will get a monthly account statement from us for your checking account that will also include a record of transactions made using your Business Debit Card.

Periodic Statements. You will get a monthly account statement from us for your savings accounts for any month in which a transfer has occurred. If no transfers have occurred in a particular month you will get a savings account statement at least quarterly.

LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- you do not have enough money in your account to make the transfer.
- you have an overdraft line and the transfer would cause you to exceed your credit limit.
- an ATM does not have sufficient cash.
- a terminal or system is not working properly.
- circumstances beyond our control (such as fire or flood) prevent the transfer.
- a merchant refuses to accept your Card.
- an ATM rejects your Card.

There may be other limitations on our liability.

UNAUTHORIZED TRANSFERS

Additional Risk Associated with Use of Business Purpose Cards. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

Your Liability for Unauthorized Transfers. You are liable for Business Debit Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by applicable law.

Tell us AT ONCE if you believe your Business Debit Card and/or PIN has been lost or stolen. 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 your Card and/or PIN is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and/or PIN will continue until 2 business days after the day we receive such written notice. If you do not notify us within one year from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

Additional Limits on Liability. You will not be liable for any unauthorized transactions using your Business Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

Contact in Event of Unauthorized Transfer. If you believe your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure.

Consequential Damages. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

Non-Use of Business Debit Card - Cards not used within 90 days of issuance will be closed due to inactivity.

ERROR RESOLUTION

You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. We will only recredit your account for errors or problems as required by applicable law.

Call or write us immediately with errors or questions about your electronic transfers at the telephone number or address listed in this disclosure.

If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results within a reasonable amount of time. The exact time will depend on the specific circumstances of the error or problem.

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

FORBRIGHT BANK
BANK OPERATIONS
4445 WILLARD AVENUE, 10TH FLOOR
CHEVY CHASE, MARYLAND 20815
Business Days: Monday through Friday
Excluding Federal Holidays
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NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions in advance (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your Business Debit Card to anyone.
5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your Business Debit Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your Business Debit Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your Business Debit Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your Card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

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