

Understanding Your Consumer Deposit Account

Terms and Conditions
Electronic Transfers
Funds Availability
Substitute Checks

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TERMS AND CONDITIONS OF YOUR CONSUMER 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, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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 Forbrite 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. 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.

LIABILITY - You agree, for yourself (and the person 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 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, 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 applicable 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 by deposited 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 non-business day (i.e., bank holidays and Saturday/Sunday, 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.

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 account 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 penalty. See your notice of penalty for early withdrawal.

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 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 you attempt on forms not approved by us or by any method we do not specifically permit. 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 may refuse a request to withdraw funds in cash if we believe the request poses a security risk. We may require you to accept a cashier's check or electronic transfer to receive the funds. If we agree to a large cash withdrawal, you assume full responsibility of any loss after we deliver the funds to you 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. We also may require you, at your risk and expense, to hire a guard service acceptable to us, but we are not required to do so.

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.

UNDERSTANDING AND AVOIDING OVERDRAFTS AND NONSUFFICIENT FUNDS (NSF) -

Generally - The information in this section is being provided to help you understand what happens when transactions are conducted or presented for payment when your account does not have enough money to pay the transactions. This section also provides contractual terms relating to overdrafts and nonsufficient funds (NSF) transactions.

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 authorize or pay the transaction. Instead, the transaction is declined or returned unpaid. In either situation, we do not 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 the account's available balance. However, the fact that we may honor withdrawal requests that overdraw the account 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 at 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. We will not automatically transfer funds from another account you have with us to cover an item that

exceeds your account's actual balance unless you have linked the account for overdraft protection. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts.

Nonsufficient funds (NSF) - 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, we will not charge you a fee for returning the payment. Be aware that we do not monitor or control the number of times a transaction is presented for payment.

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's available 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.

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, we process deposits and credit transactions in timestamp order.
- Second, we process transfers and teller transactions chronologically based on the date and time of transaction, starting with the lowest serial 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.
- Third, we process 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.
- Fourth, we process 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 electronic checks (i.e. when a merchant submits your check to us electronically).
- Fifth, we process 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 serial number.

If one or more checks, items, or transactions are presented for payment without sufficient funds in your account to pay it, we may pay or return the item. 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 overdrafts or NSF's.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. Upon the death of a party, the funds in a multiple-party account shall belong to the surviving party or parties.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each account holder intends that when an account holder dies the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of account holders survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all account holders die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all account holders beneficiaries will own this account in equal shares, without right of survivorship. The account holders creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. To stop payment on consumer electronic fund transfers, see the section called "Preauthorized Payments" in the Electronic Funds Transfer Section below. 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 required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. 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 stop-payment 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 if they are lost or stolen during the first 90 days following the date of the check. If we agree to such a request, 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 unlimited transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or 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, 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. We may also suspend or terminate a service or close your account at any time. 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 below for more information.

NOTICES - Any written notice you give us is effective when we actually receive it, and you must give notice 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 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 - Statements are a valuable tool to, among other things, help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, 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 must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 60 days from when we first send or make the statement 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 exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

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 the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures or alterations. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

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. 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.

This right of setoff does not apply to Certain deductions are not considered "setoffs" but are nonetheless authorized under your account contract and are referred to as "recoupment." These deductions may be made from deposits

due to government benefit programs (such as social security) to the same extent as other deposits. 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.

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.

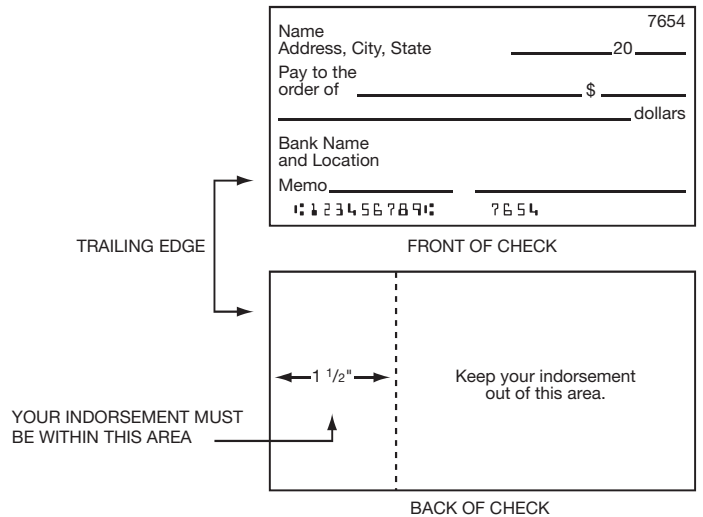
CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under 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 (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.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) 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 you 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. You give us permission to get consumer reports (including credit scores, such as FICO scores) 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. We may report information about your account to consumer reporting agencies. Overdrawn accounts or other payment defaults may be reflected in your report by the consumer reporting agency.

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, username, password, and electronic access devices (e.g., a debit card and/or Personal Identification Number (PIN)) 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. Shred unwanted financial documents such as old account statements, checks, expired cards, and pre-approved credit offers.

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 - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure section below called "Electronic Fund Transfers." For other transactions or claims, 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 name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. 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 three 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.

NOTICE AND CURE - In this Section, the term "Claim" means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this agreement or your account. "Claim" has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute,

regulation, ordinance, common law and equity; (3) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (4) disputes concerning your application or other information you gave us before opening your account; (5) any account(s) you previously had with us; (6) disputes arising from or related to debit cards or any other cards, products or services provided by or purchased or obtained from us in connection with your account; (7) disputes arising from or related to any transactions in connection with your account; (8) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning your account; (9) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; (10) disputes concerning any fees or charges relating to your account or this agreement (for example, overdraft transfer service fees, non-sufficient funds charges, and safe deposit box rental fees), any products or services relating to your account (for example, automated teller machines and our online or telephone banking services), and communication methods and practices we may use to service your account; and (11) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing. The term "Claim Notice" means written notice of a Claim. Prior to initiating a lawsuit or an arbitration, you or we, as applicable, shall send the other party a Claim Notice and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing by mail to the address you provided in connection with your account (or any updated address you subsequently provide). Any Claim Notice to us shall be sent by mail to Attention Legal Department, Forbriht Bank, 4445 Willard Avenue, Suite 1000 Chevy Chase, MD 20815 (or any updated address we subsequently provide). Any Claim Notice you send must include your name, address, and information sufficient to identify your account and explain the nature of the Claim and the relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

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.

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 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:

- Using 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 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.

ACH FUNDS TRANSFERS - Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, this agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state of Maryland in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association and other funds-transfer system rules, as applicable. 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 or other funds-transfer systems. 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.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

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.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

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 thirtieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the thirtieth 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.

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.

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.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Telephone Banking Transfers - types of transfers - You may access your account by telephone 24/7 at 855-354-9933 using your PIN, a touch tone phone, your account numbers, and Tax Identification Number (utilized for enrollment), to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings

- get information about:
 - the account balance of checking account(s)
 - the last five deposits to checking accounts
 - the last five withdrawals from checking accounts
 - the account balance of savings account(s)
 - the last five deposits to savings accounts
 - the last five withdrawals from savings accounts
 - checking, savings and loan account(s)

ATM Transfers - types of transfers, dollar limitations, and charges -

You may access your account(s) by ATM using your Debit Card and PIN, to:

- make deposits to checking account(s) with a debit card
- make deposits to savings account(s) with a debit card
- get cash withdrawals from checking account(s) with a debit card
 - you may withdraw no more than \$750.00 per day
 - Refer to Fee Schedule for any foreign ATM fees (ATMs we do not own).
- get cash withdrawals from savings account(s) with a debit card
 - you may withdraw no more than \$750.00 per day
 - Refer to Fee Schedule for any foreign ATM fees (ATMs we do not own).
- transfer funds from savings to checking account(s) with a debit card
- transfer funds from checking to savings account(s) with a debit card
- get information about:
 - the account balance of your checking account(s) with a debit card
 - the account balance of your savings account(s) with a debit card

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

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

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed \$1,500.00 in transactions per day

Currency Conversion and Cross-Border Transaction Fees. If you initiate a transaction with your Mastercard®-branded Debit 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.

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(s) 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.

Computer Transfers - types of transfers - You may access your account(s) by computer through the internet by logging onto our website at www.forthrightbank.com and using your user identification, password, account numbers, multifactor authentication, and account numbers (utilized for enrollment), to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from checking to loans with us (credits only)
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from savings to loans with us (credits only)
- make payments from checking to loan account(s) with us
- make payments from checking to third parties (bill pay)
- make payments from savings to loan account(s) with us
- make payments from savings to third parties (bill pay)
- get information about:
 - the account balance of checking account(s)
 - the last 90 days of history deposits to checking accounts
 - the last 90 days of history withdrawals from checking accounts
 - the account balance of savings account(s)
 - the last 90 days of history deposits to savings accounts
 - the last 90 days of history withdrawals from savings accounts

Mobile Banking Transfers - types of transfers - You may access your account(s) by downloading our mobile banking app and using your user identification and password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties (bill pay)
- make payments from savings to loan account(s) with us
- make payments from savings to third parties (bill pay)
- make/receive payments through Zelle
- get information about:
 - the account balance of checking account(s)
 - the last 90 days of history deposits to checking accounts

- the last 90 days of history withdrawals from checking accounts
- the account balance of savings account(s)
- the last 90 days of history deposits to savings accounts
- the last 90 days of history withdrawals from savings accounts

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

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 unless you chose to not receive one.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 888-855-7778 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a quarterly account statement from us for your savings accounts or an account statement each month in which you have an electronic fund transfer that is not a preauthorized credit.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 business days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using your account information. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us

within 2 business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and/or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, tell us at once. If you do not tell us within 60 calendar days after the statement was mailed to you, you may not get back any money you lost after the 60 calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• **Additional Limits on Liability for Mastercard®-branded Debit Card.** You will not be liable for any unauthorized transactions using your Mastercard®-branded 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. In the event these additional limits do not apply (e.g., if you failed to exercise reasonable care or failed to promptly notify us) the liability limits of Regulation E (described above) apply. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

(b) **Contact in event of unauthorized transfer.** If you believe your card and/or PIN has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 calendar days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days (90 calendar days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to investigate, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account. Your account is considered a new account for the first 30 calendar days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation, including information about your provisional credit.

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
Phone: 888-855-7778

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

NON-USE OF DEBIT CARDS

Debit cards not used within 90 days of issuance will be closed due to inactivity.

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 at home (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 or account histories that you receive.
4. Don't lend your 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 PIN. Protect your debit card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your 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 or store your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse or write your PIN on your card.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your 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 lit. 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.

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 day after the day of your deposit, 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. 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 seventh 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 business 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 second business day after the day of your deposit, however, funds may be held until the seventh business day after the day of your deposit in certain circumstances.

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.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

FORBRIGHT BANK
DEPOSIT OPERATIONS
4445 WILLARD AVENUE, 10TH FLOOR
CHEVY CHASE, MARYLAND 20815
888-855-7778

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was

posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
 - An estimate of the amount of your loss;
 - An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
 - A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the payee.
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