MOBILE DEPOSIT AGREEMENT

This MOBILE DEPOSIT AGREEMENT ("Agreement") contains the terms and conditions for the use of mobile Remote Deposit Capture (RDC) ("Mobile Check Deposit") that Forbright Bank ("Bank", "we," “our” or "us") may provide to you (or "your") through our Digital Banking, Consumer Banking Division. The software provided by us to you contains software (“Third Party Software”) provided by one or more third parties (each a “Third Party”) under contract with us. Mobile Check Deposit is designed to allow you to deposit checks to your checking or savings accounts from home or other remote locations by taking photos of real, paper checks and delivering the images and associated deposit information to our designated processor.

1. **Agreement to Binding Terms:** All other agreements you have entered into with us, including your Digital Banking Deposit Account Agreement, as amended from time to time, remain in full force and effect, and your use of Mobile Check Deposit constitutes your agreement to be bound by their terms, as well as the terms of this Agreement. This Agreement may be amended from time to time, and we are under no obligation to provide advance notice of such amendments, except as required by law. However, upon the implementation of any material modification, you will be prompted to accept or decline the revised terms the next time you access Mobile Check Deposit; your acceptance of the updated terms, together with your continued use of Mobile Check Deposit, will serve as your consent to be bound by the amended Agreement. In addition, we reserve the right, in our sole discretion, to modify, supplement, or discontinue any portion of Mobile Check Deposit, and your continued use of the service will constitute acceptance of any such changes.

2. **Required Mobile Device:** You are responsible for procuring and maintaining, at your own expense, a compatible mobile smartphone operating on a non-jailbroken Android or iOS platform, equipped with a camera capable of producing check images that meet Mobile Check Deposit’s acceptance standards.

3. **Fees:** There are no fees associated with Mobile Check Deposit.

4. **Compliance with Laws:** You represent, warrant, and covenant that you will comply with all applicable laws, rules, regulations and prevalent industry standards in your use of Third Party Software, including compliance with applicable requirements under state and federal laws and regulations related to data security and nonpublic personal information, as defined or used in such applicable law or regulation.

5. **Defining Checks:** You agree that only instruments meeting the definition of “checks” under Federal Reserve Regulation CC may be scanned and submitted. Once an image you send is received by us, it is converted into an Image Replacement Document (IRD) for later presentment and collection, and from that point forward it is treated as an “item” as that term is defined in Articles 3 and 4 of the Uniform Commercial Code (UCC).

6. **Transaction Limitations:** You agree any items you attempt to deposit using Mobile Check Deposit will be subject to limits completely within our discretion. We may impose limits on either the total dollar value of deposits, the quantity of items you submit, or both. Should you try to make a deposit that exceeds these thresholds, we reserve the right to decline it. If, however, we choose to accept a deposit that exceeds our general limits, that acceptance does not obligate us to permit similar exceptions in the future, and your deposit remains governed by this Agreement. For security and risk management reasons, we may modify the limit, the frequency, and the dollar amount of deposits you can make using Mobile Check Deposit without notice. The limits on the frequency and dollar amount of deposits are in place to support safe and sound banking operations.

7. **Required Endorsements and Governing Procedures:** You agree to apply a restrictive endorsement to each item submitted through Mobile Check Deposit using the notation “For Mobile Deposit at Forbright Bank”. Each transmitted image must accurately and completely reproduce all information appearing on both the front and back of the original check at the time of presentment including, without limitation, the drawer’s identifying information, the paying bank’s preprinted data, MICR line information, signatures, any legally required identifying notations, and all endorsements previously applied. All images transmitted through Mobile Check Deposit must conform to the technical and operational standards prescribed under applicable law, including, but not limited to, those established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve System, and any other regulatory authority, clearinghouse, or governing body with jurisdiction over check processing and image‑based deposits. You further agree to comply with all procedural, operational, and compliance‑related requirements governing Mobile Check Deposit, including any additional rules, disclosures, or instructions issued or amended by the Bank from time to time in accordance with applicable laws and regulatory expectations.

8. **Prohibited Deposits:** Deposits will be subject to standards and requirements, and we reserve the authority to revise those criteria at any time without providing advance notice. You further acknowledge and agree that you will not scan or submit any item in the following categories:

   - Items that breach any applicable federal or state statute, regulation, or governing rule
   - Items showing alterations or that you know, suspect, or reasonably should know to be fraudulent or otherwise unauthorized by the account holder in which they are drawn
   - Items bearing endorsements on the reverse side that differ from what this Agreement expressly requires
   - Items payable “on sight” or processed as payable-through drafts, as described under Federal Reserve Regulation CC

- Items created electronically (created electronically and not derived from a paper check)
- Items in any currency other than U.S. Dollars (USD) or from any non-U.S. financial institution
- Items prohibited by our Digital Banking Deposit Account Agreement
- Items previously converted to “substitute checks” as defined by Federal Reserve Regulation CC
- Items payable to someone other than the owner of the account into which the deposit is being made
- Items issued jointly to multiple payees (unless the deposit is made into an account titled in the names of every payee)
- Items drawn on financial institutions located outside of the United States
- Items dated more than 6 months before the deposit date
- Items previously submitted through Mobile Check Deposit or via an RDC service at any other financial institution
- Convenience checks (checks drawn against a line of credit)
- Money Orders (including Postal Money Orders)
- Non-negotiable instruments
- Remotely Created Checks, as the term is defined under Federal Reserve Regulation CC
- Savings Bonds
- Travelers’ Checks

9. **Restrictions:** You shall not yourself, and you shall not permit any parent, subsidiary, affiliate, agent, or other party to: (i) sell, provide, distribute, lease, rent, lend, relicense, sublicense, or display Third Party Software or related documentation except as necessary to utilize the Third Party Software for check deposits in accordance with the terms of this Agreement; (ii) decompile, disassemble, reverse engineer or attempt to reconstruct the Third Party Software, identify or discover any source code, trade secret, know-how, or ideas underlying user interface techniques or algorithms of Third Party Software by any means whatsoever, or disclose any of the foregoing; (iii) create any derivative works or any other software program based upon Third Party Software or related documentation or modify Third Party Software in any way; or (iv) use Third Party Software or documentation to develop or enhance any product that competes with Third Party Software.

10. **Item Retention and Destruction:** Once you receive confirmation from us indicating that your transmitted image has been accepted, you must keep the original item in your possession thirty (30) calendar days counted from the date the item was deposited. After that time has elapsed, you must either mark the check “VOID,” destroy it completely, or otherwise make certain it cannot be deposited, presented, or transmitted again.

11. **Right to Refuse:** We reserve the right to reject any item submitted through Mobile Check Deposit, entirely at our discretion and without any obligation or liability to you. We assume no responsibility for items that never reach us or for images lost, interrupted, or otherwise dropped while being transmitted. An image will be regarded as received only when you obtain our confirmation acknowledging its arrival; however, that acknowledgment does not guarantee that the submission was accurate, complete, error‑free, or that it qualifies as an accepted deposit, or that it will be credited to your account. We also maintain the right, at any point, to charge back to your account for any item later determined to be ineligible or prohibited under this Agreement. You acknowledge and agree that we bear no liability for any fees, losses, or expenses you may incur because of such a chargeback of ineligible or prohibited items.

12. **Mobile Check Deposit Funds Availability:** Eligible items deposited through Mobile Check Deposit are not subject to the funds availability requirements of Federal Reserve Regulation CC. Our policy is to make funds from your Mobile Check Deposits available to you within four business days of the date of the deposit, unless a longer hold is permitted or applied under this agreement. We reserve the right to determine how deposited items are processed, presented for payment, and collected. For purposes of Mobile Check Deposit availability, business days do not include Saturdays, Sundays, or federal holidays. When an image you submit through Mobile Check Deposit is received and accepted by us before 8:00 p.m. Eastern Time on a business day during which we are operating, that business day will be treated as the effective date of your deposit. If the transmission occurs at or after 8:00 p.m. Eastern Time, or on a day we are not open, the deposit will be treated as received on the next business day we are open. We may delay the availability of all or a portion of any Mobile Check Deposit. If we are unable to notify you of the delay at the time you make your deposit, we will notify you no later than the following business day. Our notice will include the date your funds will be available. Delays may be applied for reasons including, but not limited to, a reasonable cause to doubt collectability, a suspicion of fraudulent deposit, or unusual deposit activity.

13. **Error Resolution and Notice Obligations:** By using Mobile Check Deposit, you agree to notify us immediately of any suspected error, irregularity, or issue relating to an item deposited through Mobile Check Deposit, and in no event later than sixty (60) days after the applicable account statement is sent. Additionally, you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors. You agree to notify us of any suspected errors regarding items deposited through Mobile Check Deposit right away, and no later than 60 days after the applicable account statement is sent. If you fail to provide notice within 60 days, the statement (including all Mobile Check Deposit transactions reflected therein) shall be deemed final, conclusive, and correct, and you waive and are barred from asserting any claim against us based on any alleged error.

14. **Customer Warranties and Indemnification:** You make the following representations and warranties to us, namely, that:

- You will only use Mobile Check Deposit for personal purposes.
- You will not use Mobile Check Deposit for business purposes, nor will you use it for or on behalf of any business, proprietorship, organization or other non-individual entity.
- You represent and warrant that each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- You shall not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- You warrant and represent that you are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- You agree to comply fully with this Agreement as well as with all governing laws, rules, and regulations.
- You will only submit items which meet all eligibility standards described herein.
- Nothing about an item leads you to believe its collection might be impaired or doubtful.
- Every file or transmission you send us is free of malicious code, viruses, or any comparable harmful software.
- All statements, details, and information you provide are truthful, correct, and reliable.
- You will not send us any duplicate items, whether by image or through another deposit channel.
- An original paper item will not be presented at another financial institution after you have transmitted its image to us.
- You agree to indemnify and hold harmless Forbright Bank for any loss arising from a breach of these warranties.

15. **Indemnification of Third Parties:** You shall indemnify, defend, and hold harmless each Third Party and its respective affiliates, officers, employees, and agents from and against any third party claims, suits, proceedings, actions, or demands, including claims of another financial institution, business entity, or governmental authority, and all losses, liabilities, damages, fines, penalties, costs, and expenses, including court costs and reasonable attorneys' fees and expenses, arising from any such claim, to the extent such claim is related to your use of the Third Party Software or services provided by a Third Party, unless such claim directly results from an action or omission made by such Third Party in bad faith.

16. **Duty to Cooperate:** Upon our request, and at no additional cost, you will provide any original items or reproductions of items deposited through Mobile Check Deposit that remain in your possession, along with any related records or documentation pertaining to those deposits or their transmission. You further agree to cooperate with us in any investigation of irregular or unusual transactions, substandard or poor-quality image transmissions, or the resolution of your disputes.

17. **Right to Suspend or End Services:** At our discretion and without limitation, Mobile Check Deposit may be ended and this Agreement terminated at any moment and for any cause. It shall continue to operate with full effect unless we choose to discontinue it. Moreover, termination may occur if any provision is violated by you, if Mobile Check Deposit is employed for illicit or unauthorized objectives, or if your usage conflicts with terms contained in your Digital Banking Deposit Account Agreement or any additional agreement you maintain with us.

18. **Third Party Beneficiaries:** You recognize and agree that Third Parties are third party beneficiaries to this Agreement and shall have the right to enforce the Agreement directly to the extent they may deem necessary or advisable to protect their rights or the rights of sub-licensors hereunder.

19. **Intellectual Property:** We or the Third Parties, as the case may be, retain all rights, title and interests, including intellectual property rights, in and to the Third Party Software and services, any improvements, translations, modifications or derivatives thereof, and any related documentation provided or made available to you, including all intellectual property rights therein. You acknowledge that the Third Party Software and related documentation contain patented inventions, copyrighted material, trade secrets, and other material that is proprietary to one or more Third Parties. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in the Third Party Software, services, or any related documentation or materials and all rights not expressly granted herein are reserved by us and the Third Parties. You shall assign, and hereby do assign, to the Third Party all rights, title, and interest, including all intellectual property rights, in any ideas, modifications, enhancements, improvements, inventions, works of authorship, or any other suggestions that you or any of your employees or agents propose, create, author, or develop relating to that Third Party's Software or services, and will take all necessary action, including execution of relevant documents, to perfect such party's ownership thereof.

20. **Confidentiality:** "Third Party Confidential Information" means trade secrets, know-how, data, methods, documents, devices, software code, technology, and technical information, as well as business, financial, or customer information of a Third Party. Third Party Confidential Information will not include any information that you can prove: (i) was publicly known in the trade or business prior to its receipt of the Third Party Software; or (ii) was entirely and independently developed by you without any use or reference to Confidential Information of the other party. You acknowledge that Third Parties own all rights, titles, and interests, including all intellectual property rights, in Third Party Confidential Information. You may use Third Party Confidential Information only in connection with its utilization of the Third Party Software and Forbright Bank's services, and

not for any other purpose. You will protect Third Party Confidential Information from unauthorized use or access. You acknowledge that Third Party Confidential Information may still be under development or may be incomplete or may relate to products that are under development or planned for development. NO THIRD PARTY MAKES ANY WARRANTIES REGARDING THE ACCURACY OF ITS CONFIDENTIAL INFORMATION OR ITS USE FOR A PARTICULAR PURPOSE. Neither we nor any Third Party grants any license or right to Third Party Confidential Information except for the limited use of such information in connection with this agreement.

21. **Severability and Limitation of Liability:** If any portion of this Agreement is found to be unlawful, void, or unenforceable, whether in whole or in part, the remaining provisions will continue to operate with full force and effect to the maximum extent allowed by law. You acknowledge that technical issues, interruptions, or other operational problems may occur when using Mobile Check Deposit, and when such disruptions stem from systems or software within our control, we will make reasonable efforts to provide notice through alerts within Online Banking or on our website. In all cases where technical issues arise, or if we revoke your access to Mobile Check Deposit, you agree that we are not liable for any damages – direct, indirect, or otherwise – including, but not limited to, data loss, lost profits, or any other claimed injury related to your use of, inability to use, or discontinuation of access to Mobile Check Deposit, regardless of the of the nature of the claim, even if we have been advised of the possibility of such damages. You acknowledge and accept that your use of Mobile Check Deposit, along with any data or content involved, including materials furnished by third parties, is undertaken solely at your own risk on an "as is" and "as available" basis. We do not guarantee that Mobile Check Deposit will satisfy your expectations, operate without interruption, maintain consistent timeliness, remain secure, or function free from errors. We likewise make no promise that outcomes generated through the service will be accurate, nor do we warrant that any defects in the technology or Mobile Check Deposit itself will be remedied.

22. **Third Party Disclaimer and Limitation of Liability:** WE AND EACH THIRD PARTY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND ANY SOFTWARE PROVIDED BY OR ON BEHALF OF A THIRD PARTY UNDER THIS AGREEMENT ARE PROVIDED “AS IS.” WITHOUT LIMITING THE FOREGOING, EACH THIRD PARTY DOES NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, THAT THE OPERATION OF THE SERVICES OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE FUNCTIONS OR FEATURES OF THE SERVICES OR SOFTWARE WILL MEET CUSTOMER’S REQUIREMENTS, OR THAT THE SERVICES OR SOFTWARE WILL OPERATE COMPATIBLY WITH PRODUCTS, SERVICES, HARDWARE, OR SOFTWARE USED OR OFFERED BY ANY OTHER PARTY.

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    IN NO EVENT WILL A THIRD PARTY BE LIABLE FOR ANY LOSS OF PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF BUSINESS) IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.