

MY CASH MANAGER AGREEMENT

This My Cash Manager Agreement with First United Bank & Trust contains important information about the online banking services First United Bank & Trust offers to its business customers. Please print it and read it carefully and retain it for future reference. The terms “you” and “your” refer to all holders and authorized users of any Account that may be accessed through the Services (defined below). Each of you agrees to be jointly and severally liable to us for liabilities of any and all of you under this Agreement. The terms “we,” “us,” “our,” and “Bank” refer to First United Bank & Trust. By signing an application and/or by using the Services, you agree to the following terms and conditions.

DEFINITIONS

Throughout this Agreement, the following words have the meanings indicated below.

“**Access Code**” means the password, personal security code, token security card or other authentication device, whether one or more than one, that you choose or that is assigned to you by the Bank that allows you to access one or more Services.

“**Account**” means your checking and/or savings account(s), whether one or more than one, that may be accessed by the Services according to your request.

“**Agreement**” means your application for My Cash Manager Services, this My Cash Manager Agreement, instructions about the Services given online, our Fee Schedule, and our Deposit Account Agreements with you.

“**Business**” means a corporation, partnership, limited liability company, or other organization organized under the law of a State or the United States and as to which the State or the United States must maintain a public record showing the organization to have been organized.

“**Business Day(s)**” means Monday through Friday, excluding holidays.

“**Electronic Banking System**” means the components that permit you to make or initiate Transactions through the various Services, including telephone lines and equipment, Personal Computers (PCs), computer systems, mobile devices, Internet access and web sites, and the automated clearinghouse system.

“**Rules**” means the ACH Rules published by the National Automated Clearing House Association.

“**Service(s)**” means each and all of the My Cash Manager services described in this Agreement.

“**Transaction(s)**” means all electronic funds transfers and transactions performed through the Services.

TERMS AND CONDITIONS

A. General

The terms and conditions in *Section A* apply to all of our Services. This Agreement supersedes all prior oral or written agreements, understanding or communications regarding the Services. This Agreement also supersedes the terms of any of your existing or future resolutions or agreements with us, which may require the instructions of one or more named individuals to access funds in your Account. *Any person granted access to My Cash Manager Services may authorize us to make Transactions to and from your Account or loan accounts with us on your behalf. This means that you authorize us to act upon the instruction of any person granted access to Services and of only ONE person in connection with Service Transactions, even though the Account signature card, your resolutions or other agreements with us require the authorization of other persons and 2 or more signatures on checks.*

1. **Available Services:** Depending on the selected Services, you may:

- Obtain balance and statement information about your Account
- Obtain electronic periodic statements for your Account
- Review recent Transaction information
- Review images of paid checks
- Transfer funds between your Accounts
- Transfer funds from or to your Account from your accounts at other financial institutions
- Import and export Account information into compatible financial management software
- Pay bills directly from your Account in the amounts and on the days you request in accordance with the terms of this Agreement to merchants and individuals located in the U.S.
- Stop payment on your checks
- Make First United Bank & Trust loan payments and initiate First United Bank & Trust loan advances (and obtain loan *e*-Statements)
- Initiate wire transfers from your Account
- Receive certain reports about your Account
- Review images of Deposit Item Returns

- Originate ACH Transactions to or from your Account to or from your accounts at other financial institutions
- Originate ACH Transactions to or from your Account to or from the accounts of others to collect funds or to pay funds
- Either specifically or by default, approve the payment of a particular check drawn on an Account and presented to us for payment

2. **Accounts.**

a. If you asked to access individual personal or sole proprietor deposit or loan accounts (“Personal Accounts) through the Services, the owner(s) of those accounts will receive our My Cash Manager Disclosures by mail and those accounts will be governed by the My Cash Manager Agreement, as modified by the My Cash Manager Disclosures. The My Cash Manager Disclosures DO NOT apply to any of your other business deposit accounts and loans.

When you authorize us to combine the deposit or loan accounts of Businesses and Personal Accounts together, any person authorized to perform Transactions can perform these Transactions for all Accounts and loans accessible through the Services, even though these accounts have different owners. Anyone authorized to access Services may access ALL of the Accounts and loan accounts, including the Business Accounts and loans and the Personal Accounts. This means that anyone authorized to access My Cash Manager services has access to all information about all Accounts and loans (both Business accounts and loans and Personal Accounts) available through the Services and may transfer funds between the combined accounts for any reason. **WHEN YOU LET ANOTHER BUSINESS OR PERSON ACCESS YOUR ACCOUNT OR LOAN, FUNDS MAY BE TAKEN FROM YOUR ACCOUNT OR LOAN FOR PURPOSES THAT DO NOT BENEFIT YOU.** You understand that we allow access between the Accounts and loans of different Businesses and persons or sole proprietors through a single ID and Access Code for your convenience only. Each Business, individually and collectively, agrees to indemnify, protect, hold harmless and defend us from and against any and all damages, expenses, liabilities or costs (including attorney’s fees and court costs), of whatever kind or nature, arising from or relating to (1) providing Services to any of the Businesses or persons or sole proprietors signing the My Cash Manager Application, or (2) allowing any Account or loan, including Personal Accounts, to be linked for access via the Services. By authorizing us to combine Accounts and loans, each account owner agrees that we are not responsible for unauthorized transactions performed by any person authorized to access the Services to, from or between the combined Accounts and loans.

Any owner of any Account or obligor on any loan may make such Account or loan not accessible by the Services by notifying us in the manner described in *Section A(16)*. Even though the account has been made not accessible through the Services, information about the account may still be available through information on the periodic statements of the accounts that remain accessible to the Services.

b. Because certain information and Transactions are not processed by us until after the close of our Business Day, some Transactions may not be reflected until the next

Business Day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access the Services, you can contact your branch for loan and deposit information.

3. **Information Processing and Reporting.** The Services require us to receive, process and report information involving your Account. We are not responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We do not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we are not required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

a. You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with wire transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your Account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your Transaction instructions.

b. You must accurately describe Transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in Transaction instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the Transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

c. You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

d. We are not responsible for any electronic virus or viruses that you may encounter. We encourage you to routinely scan your PC and other electronic media (including mobile devices) using a reliable virus product to detect and remove any viruses.

4. **Transfers.** All transfers into your Account will be “provisionally credited” (made available for withdrawal pending system posting) to your Account upon completion of your session.

5. **Stop Payment Orders.** Any orders you give us through the Services to stop payment of items shall be deemed written orders and shall be effective for 6 months.

6. **Equipment and Technical Requirements.** To perform Transactions, you must have the telephonic or other electronic equipment necessary for the Services, such as a PC with modem and/or World Wide Web access, and/or mobile device. It is your responsibility to acquire the equipment, software or internet service necessary to access the Services.

7. **Fees.** You agree to pay the fees we charge for the Services. The current fees are set out on your My Cash Manager application. All fees will be deducted automatically from the Account identified on your Application. If you do not have sufficient funds in your Account on the date a fee or charge is due, you authorize us to charge the amount to any other Account you have with us. We may change the fees. (See *Section A(15)*.) You agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by us).

8. **New Services.** We may incorporate new options into these Services. By using such new options, you agree to be bound by the rules concerning those options, which will be mailed to you or disclosed through the Services, as appropriate.

9. **Termination of Services.** You may terminate your use of these Services by giving us 3 Business Days advance notice in writing to the address in *Section A(16)* of this Agreement. Your termination of one or more of these Services will act as a termination for any joint owners on your Account. We may terminate your use of these Services, in whole or in part, at any time without prior notice, including terminating any one or more of the Services that you have not used for more than one (1) year. We have no duty to provide any of these Services after termination, including, but not limited to, any “future” or “recurring” Transactions you previously scheduled.

10. **Security and Data Recording.**

a. You agree to comply with all reasonable instructions or recommendations we may issue to you regarding My Cash Manager security. You agree to set up, maintain and regularly review your security arrangements concerning access to, and use of, My Cash Manager, and information stored on your computing and communications systems (including mobile devices), and your control of Access Codes to ensure that your computing and communications systems and the Access Codes are protected against intrusion according to best industry practice.

b. You understand the importance of your role in preventing misuse of your Accounts and you agree to protect the confidentiality of your Accounts, Account numbers, Access Codes, and any equipment necessary to access the Services (including any mobile

devices). You understand that identification information by itself or together with information related to your Accounts may allow unauthorized access to your Accounts or loans.

c. The Services offer security measures in addition to Access Codes: registration of your computer or mobile device as a location that is authorized to access the Services; the generation of a one-time security passcode if Services are accessed from a computer or mobile device that has not been registered or one or more challenge questions; dual control for all transfer instructions delivered to us through ACH Services and Wire Transfer Services, *i.e.*, one user must initiate the transfer and another user must approve the transfer and enter a token code generated through use of a security token; and any additional security procedures described in this My Cash Manager Agreement under specific Services.

d. To gain access to the Services, you will need a password and user identification. For certain Services, you also will need a token and/or other security device. The password, user ID, token or other security device are all Access Codes. You agree that each Access Code is a commercially reasonable security procedure (based on the normal size, type, and frequency of your Transactions) designed to authenticate your Transactions. Some of our Services allow you or your Administrator to set Transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized Transactions. **You, jointly and severally, agree to be bound by and assume full liability for any Transaction direction for any Account or loan we receive through the Services, even if the Transaction direction is not authorized by you, if it includes the applicable Access Code or is otherwise processed by us in accordance with our security procedures.** You agree that you will not disclose, and will prevent the disclosure of, your Access Codes. If the confidentiality of an Access Code is compromised, you shall notify us immediately. You assume sole responsibility for maintaining the Access Codes. When you access any of the Services, your instructions may be recorded. You consent to such recording. We reserve the right, in our sole discretion, to authenticate any request for a Service prior to effecting the same. We are entitled to rely on any communication, instrument, document, telephonic or computer instruction believed by us in good faith to be genuine and correct and to have been given, signed or sent by anyone on your behalf. We shall not be liable to you for consequences of such reliance.

11. **Limitations on Frequency and Dollar Amount of Transactions.** Federal banking regulations (as implemented by our procedures) restrict the number of transfers and withdrawals from any type of savings or money market Account to another of your accounts with us or to a third party by means of a preauthorized, telephone or automatic transfer (which would include transfers made via the Services) to 6 clearing per calendar month. In all cases, security concerns may lead to other limits on the number or dollar amount of Transactions you may make from time to time.

12. **Limitation of Our Liability.** You are solely responsible for the security of your Access Codes. All Transactions made with your Access Code are conclusively presumed to have been authorized by you. **We have no liability to you for any unauthorized Transaction made using your Access Code.** We shall not be liable or responsible for any loss you incur or damage you suffer because any unauthorized person gains access to or makes use of the Services. You assume full responsibility for the consequences of any misuse or unauthorized use

of or access to the Services or disclosure of any of your confidential information or instructions by your employees, agents, or other third parties. **We are not responsible for any errors or omissions in or to any information resulting from your use of the Services. We provide the Services and related documentation “as is” without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.** You are responsible for any Transaction request that contains an error or that is a duplicate of another Transaction request. We are not responsible for a Transaction that is not made if you did not properly follow the instructions for making a Transaction. We are not responsible for your acts or omissions of those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. **In any event, we are not liable for any special, consequential, incidental, or punitive losses, damages or expenses in connection with this Agreement or the Services, even if we have knowledge of the possibility of them. You further acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and/or telecommunication lines or circuits. You hereby assume all risks relating to the foregoing.** It is your duty to make sure that any computer or other device you use to access the Services is free from and adequately protected against computer viruses and other destructive components. You are solely responsible for the performance and protection of your browsers, including the prompt adoption of all security patches and other security measures issued or recommended from time to time by the browser supplier or any provider of any mobile device application that we make available to access the Services. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or part, by any cause beyond our reasonable control. We are not liable for any loss associated with systems failures, processing errors, software defects, operating mistake, hardware breakdowns, capacity, inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities.

You must notify us immediately if you or any person you permit to access the Services knows of or suspects any unauthorized access to the Services or the Electronic Banking System or any unauthorized Transaction or instruction. You must call us immediately between the hours of Monday – Friday 8am – 10pm, Sat 8:30am – 4:00pm at 1-888-692-2654 and then follow up with written notice as described in *Section A(16)*.

In addition, we have no liability for failing to complete a Transaction to or from your Account or loan account in time or in the correct amount under any of the following circumstances:

- a. If, through no fault of ours, you do not have enough money (available funds) in your Account or loan account to make the Transaction.
- b. If the Transaction would go over the credit limit on your overdraft line (if applicable).
- c. If the Electronic Banking System was not working properly and you knew about the breakdown when you started the Transaction.

d. If circumstances beyond our control (such as fire or flood) prevent the Transaction, despite reasonable precautions that we have taken.

e. If you have not properly followed instructions for operation of the Electronic Banking System.

f. If the funds in your Account or loan account are subject to a “hold” due to legal process, similar encumbrance or as otherwise permitted in the Agreement.

g. If the Transaction would exceed one of the established limits contained in the Agreement.

h. If the Account is dormant.

i. If your own components making up the Electronic Banking System were not functioning properly.

j. If you did not provide us with correct names or account information for those persons or entities to whom you wish to direct payment.

k. If we have received incomplete or inaccurate information from you or a third party involving the Account or loan account or Transaction.

l. If we have a reasonable basis for believing that unauthorized use of your Access Code or Account or loan account has occurred or may occur.

m. If we or you have terminated this Agreement or closed the Account.

In other cases, if we fail or delay in making a Transaction pursuant to your instructions, or if we make a Transaction in an amount which is less than the amount in your instructions, then (unless otherwise required by law) any liability we have is limited to interest on the amount which we fail to timely pay or transfer, calculated from the date on which the Transaction was to be made until the date it was actually made or you notify us of the problem, whichever occurs first, but in no event to exceed 30 days’ interest. We may pay such interest either to you or to the intended recipient of the Transaction, but in no event shall we be liable to both parties and our payment to either party shall fully discharge any obligation to the other. If we make a Transaction in an amount which exceeds the amount in your instructions, or if we permit an unauthorized Transaction after we have had a reasonable time to act on notice from you of possible unauthorized use, then (unless otherwise required by law) any liability we have is limited to a refund of the amount erroneously paid or transferred, plus interest on that amount from the date of the Transaction to the date of the refund, but in no event to exceed 30 days’ interest. If we become liable to you for interest under this Agreement or applicable law, such interest shall be calculated based on the lowest interest rate we are then paying on our deposit accounts. In no event will we be liable for interest compensation unless we are notified of a discrepancy within 30 days from the date of the first periodic statement reflecting the discrepancy. Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us

in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Services

13. **Financial Information.** You agree from time to time, upon our request, to provide us with current financial information about yourself. We may terminate your Services if you fail to provide such information or if you no longer qualify for Services based on our review of the information you supply.

14. **Transaction Notification.** You agree that we will not notify you of any Transaction, except in any periodic statements we provide to you or except as otherwise provided in any separate terms related to new or additional options added to the Services. If periodic statements are not provided, you agree that we are not obligated to provide you with notice of Transactions. On receipt of any periodic statement, you agree to review it and promptly report to us in no event later than 30 days after the date that you received the statement, any discrepancies, errors or unauthorized transactions.

15. **Changes in Terms.** We reserve the right to amend the terms and conditions applicable to your use of the Services. Unless applicable law requires otherwise, all such amendments will be binding upon you immediately after we give you notice. Such notice may be given at our discretion by mail, by e-mail or by revising the terms and conditions in this Agreement and making it available in our branches or on our website. We also will mail you the most recent version of this Agreement upon your written request.

16. **Notices.** Any notice, request or other communication you are required or permitted to give under this Agreement must be in writing and sent by certified or registered United States mail, return receipt requested, postage prepaid, to the address indicated below, unless another part of this Agreement specifically permits or requires you to give notice another way:

Notice of unauthorized access to the Services or Electronic Banking System or unauthorized Transactions or instructions should first be made by telephone as described in *Section A(12)* and then should be made in writing (as described above) and mailed to:

First United Bank & Trust
12892 Garrett Hwy
Oakland, MD 21550

All other notices should be mailed to:

Treasury Management Department, First United Bank & Trust, 12892 Garrett Highway, Suite 7, Oakland, MD 21550

Your notices will be effective when we receive them and have a reasonable opportunity to act on them. We will send notice only to one owner on your Account. Sending notice to a single address constitutes notice to all owners. Notice may be given at our discretion by mail, by e-mail or by revising this Agreement and making it available in our branches or on our website: www.mybank4.com. Any notice that is mailed is considered given 48 hours after we place it in

the U.S. mail, postage-paid, for delivery to your address shown on our records. Any notice that is delivered electronically is considered given 24 hours after it is first made available through the Service. We will send email notices to the email address you have given us. If a specific notice period or type of notice is required by applicable law, the notice will be made and will be binding in accordance with such law.

17. **Use of E-Mail and Other Electronic Communications.** You agree that we may provide this Agreement, amendments and other communications regarding Transactions electronically in a format that allows visual text to be displayed on your personal computer or other electronic equipment. If you send us e-mail, we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. We recommend that you not send Account data or other sensitive information to us by e-mail.

18. **Severability.** Any term contained in this Agreement which is or becomes invalid or unenforceable under applicable law or regulation, will not affect the validity or enforcement of the remaining terms.

19. **Assignment.** We may assign or delegate any of our rights or obligations under this Agreement to independent contractors or other third-party organizations without affecting the enforceability hereof. Your rights and obligations may not be assigned or transferred without our written consent.

20. **Governing Law.** This Agreement and the Services offered shall be governed by and construed in accordance with the internal laws of the State of Maryland (without regard to conflict of law principles) and federal law, as applicable.

21. **Use of Eastern Standard Time.** In this Agreement, all references to specific times are deemed to be Eastern Standard Time.

22. **Collection Expenses and Security Interest.** If we have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorneys' fees. You grant us a security interest in your Accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement. We may debit any account maintained by you with us or any of our affiliates and that we may set off against any amount we owe to you to obtain payment of any amount you owe us under this Agreement.

23. **Your Indemnity.** You waive any statutory right you may have to recover your attorneys' fees from us. You shall indemnify us against and hold us harmless from and reimburse us for all claims, demands, losses, liabilities or expenses (including attorney's fees and expenses) resulting from or arising out of (a) any claim that we are responsible for any of your obligations under this Agreement, (b) any breach of your obligations under this Agreement by you, (c) any breach of any of the representations or warranties made by you in this Agreement, (d) the improper operation, mechanical failure or failure to properly service or maintain any personal computer(s) by you in connection with the Services, (e) any misconduct or negligence

of your officers, employees or agents in performing any of your duties or functions hereunder including, but not limited to, explicitly following the security procedures or exceeding the authority granted by you or disclosing or disseminating any proprietary information, (f) making (or reversing) any Transaction to the account of any person or entity in accordance with your instructions, (g) our performance of the Services as provided in this Agreement, including our honoring or dishonoring, or accepting or not accepting, any checks on your Accounts, and (h) any late fees or other charges assessed by any tax authority and any fines and/or liabilities imposed against us for a violation of the Rules caused by your action or inaction.

24. **E-Statements.** You may request to receive electronic statements (*e-Statements*) in lieu of paper for deposit and loan accounts. Your deposit *e-Statement* will be dated the last day of the preceding month. You must promptly access/review your deposit *e-Statement* and any accompanying items and notify us in writing within the applicable time period specified in your deposit account agreement of any error, unauthorized transaction, or other irregularity. Any applicable time periods within which you must notify us of any errors on your Account statement(s) begin on the Statement date regardless of when you receive and/or open the *e-Statement*. Loan *e-Statements* will be produced on the billing cycle date.

B. Bill Payment Services

The *Bill Payment Services* permit you to pay bills from your Account. The terms in this *Section B* apply only to the Bill Payment Services.

1. You may use a PC to electronically direct us to make payments from your Account. Not all Accounts are eligible for Bill Payment Services.

2. You may make payments to any business, merchant, or professional with a valid address that generates a bill or invoice with a U.S. payment address. Payments to payees outside of the United States are prohibited and may not be issued under any circumstances. In addition, the following payments are discouraged, but may be scheduled at your own risk:

- tax payments to the Internal Revenue Service or any state or other government agency
- court-ordered payments, such as alimony or child support
- payments to insurance companies

We will not notify you if you attempt to make any of these payments and we will not be liable if we do not make a prohibited or discouraged payment that you've scheduled. We reserve the right to refuse to allow you to designate any particular payee or class of payee.

3. To schedule a bill payment, follow the instructions in the Services Online Help file. When you schedule a bill payment, you authorize us to withdraw the amount of your payment from your Account.

a. We use a third party to process bill payments. They may remit your payments by mailing your payee a paper check, by electronic funds transfer, or by other means. Payees who have a relationship established to receive electronic delivery of payments will receive your payment electronically, but some payees do not accept electronic payments. You

must schedule the Send On Date to be on or before the date the payment is due to the payee, including any required processing time. This means that you must schedule your payments before 3:00 p.m. on a Business Day at least 3 Business Days before the payment is due to the payee for an electronic payment and 5 Business Days prior to the date the payment is due to the payee in the event the payee is paid by check. Therefore, unless you know that a payment will be made electronically, we recommend that you set the Send On Date at least 5 Business Days in advance of your bill due date. Paper checks are issued daily Monday through Friday. You must provide the correct payee name, address, due date, account information, and the correct payment amount.

b. Your Account, including any overdraft plan, must contain sufficient funds to complete the payment to transfer on the Transaction Date. Please note that some Transactions may clear your Account the same day they are issued. Be sure your Account is funded in advance to avoid bounced payments.

4. Electronic payments are generally received and credited by most payees within 3 Business Days after the Send On Date. Payments made with a check are generally received and credited by most payees within 10 to 14 Business Days after the Send On Date. We are not responsible for postal delays or processing delays by the payees. Occasionally, a payee chooses not to participate in a bill payment service, or may be unable to process payments in a timely manner. In such cases, we may decline to make future payments to these payees.

5. Electronic payments will be withdrawn from your Account on the Send On Date. If the payment will be made by check, funds will be withdrawn from your Account when the check is presented for payment. If the Send On Date falls on a weekend or a Federal Reserve Holiday, the payment will be processed on the Business Day before the weekend or Federal Reserve Holiday. Although you may schedule bill payments by using this Service 24-hours a day, 7 days a week, payments will be withdrawn from your Account only on Business Days, subject to system availability.

6. You may schedule a payment for a future Business Day up to one year in advance.

7. You may schedule payments for a fixed amount on the same date every month (a "Recurring Payment"). If the Send On Date does not exist in a certain month, the Send On Date will be the last Business Day of the month. For example, if the Send On Date is for the 30th of each month, the Send On Date for the month of February will be the 28th or 29th of February. If the Send On Date falls on a day other than a Business Day in any month, the Send On Date will be the previous Business Day. For example, if the Send On Date is the 5th of each month, and August 5th is a Saturday, the Send On Date for August will be on August 4th.

8. You may use the Services to electronically change the Send On Date of any scheduled Recurring Payments at any time prior to 1:00 p.m., Eastern Time, USA, on the Send On Date. You also may delete any single payment or Recurring Payment at any time prior to 1:00 p.m. Eastern Time, USA, on the Send On Date.

9. Payment information and records of past and future scheduled payments are stored on the Bill Payment Service. Refer to Online Help for additional information about retrieving your payment history.

C. Wire Transfer Services

The *Wire Transfer Services* permit you to set up and initiate funds transfers from your Accounts with us to deposit accounts with other financial institutions, other than through the automated clearing house or “ACH” network (collectively, “Payment Orders”). The terms in this *Section C* apply only to Wire Transfer Services.

1. You authorize us to receive, execute and charge the Account identified in your instructions to us for any Payment Order you send us. Upon receipt of a Payment Order, we may, but are not required to, execute such request according to the terms of this Agreement and charge the Account designated in the Payment Order request for the amount of the Payment Order. If we receive a Payment Order for an amount greater than the amount identified in your Business Online Banking Application (as it may be modified by us from time to time), we reserve the right to refuse to process the Payment Order.

2. We may execute Payment Orders in any order convenient to us in our sole discretion.

3. You and we agree that we shall authenticate all Payment Orders prior to effecting any Payment Order according to the security procedure specified in this Agreement.

4. You may transmit Payment Order requests to us at any time. We will process the Payment Orders between 9:00 a.m. and 2:00 p.m. (12:00 p.m. for international wires) each funds transfer business day. In unusual circumstances, and in our discretion, we may accept Payment Orders before or after these times. Our funds transfer business days include all days except Saturdays, Sundays, and standard holidays that are observed by banks in Maryland.

5. We shall be entitled to rely on any communication, instrument or document we believe in good faith to be genuine and correct and to have been given, signed or sent by you and shall not be liable to you for the consequences of such reliance.

6. Without liability, we may not effect a Payment Order if we are unable to obtain authentication of such Payment Order satisfactory to us, if there is any inconsistency between a Payment Order and information previously supplied to us, if such Payment Order is not initiated in conformity with the terms of this Agreement, if the funds transfer requested by the Payment Order is prohibited as a result of court order, garnishment, tax levy or the like, or if we reasonably believe that execution of the Payment Order might result in an unauthorized or erroneous transfer of funds or might otherwise cause us to suffer a loss.

7. If any Payment Order exceeds the balance of collected funds in the Account you designate, we need not make such funds transfer and shall incur no liability to you for such inaction. If we elect to make such transfer, you shall remain liable for all amounts transferred, including funds transferred in excess of the collected balances in the Account.

8. We may charge any Account you maintain with us at any time for payment of the Payment Order and related fees, costs and expenses.

9. You shall request Payment Orders before 2:00 p.m. on the date of the requested transfer. We do not assume any responsibility for execution of a Payment Order on the day requested. We are authorized to use any means and routes that we, in our sole discretion, may consider suitable for the transmission of funds. Fedwire, the funds transfer system owned and operated by the Federal Reserve Banks, may be used to effect your Payment Orders. Regulation J, including Subpart B which has adopted Article 4A of the Uniform Commercial Code, governs all funds transfers through Fedwire.

10. We shall not accept cancellations, revocations and amendments to Payment Orders.

11. We shall reject Payment Orders by verbal communication to you using the telephone, by written communication using the mail, or by electronic transmission. Rejection is effective when mailed if given by mail, when you receive the telephone call or when the electronic transmission is sent. Notice of rejection is sufficient if it indicates that we will not pay the Payment Order or are rejecting the Payment Order.

12. We are not required to act on any written or oral instructions you give restricting the acceptance or transmission of Payment Orders which are not contained in this Agreement.

D. ACH Services

The *ACH Services* use the Automated Clearing House or “ACH” network to transfer funds. You may initiate Credit and Debit Entries, except that you may not initiate Debit Entries (single or recurring) to a consumer account pursuant to an authorization that is obtained from the Receiver via the Internet and you may not initiate single entry Debits to consumer accounts pursuant to authorizations from the consumers via the telephone. The terms in this *Section D* apply only to the ACH Services.

1. We may, but shall not be obligated to, accept and execute transfer instructions delivered by you through the ACH Services. We will execute the transfer instructions through the ACH in accordance with the Rules, the terms of this Agreement and our procedures, including our security procedures. You shall provide us with such test files, information, prenotification files and actual payment files for processing as required under the Rules, applicable law and our procedures. Unless otherwise defined in this Agreement, all capitalized terms have the meanings set forth in the Rules. The term “Entries” has the meaning provided in the Rules and also means and includes all data received from you that we use to prepare Entries.

2. The following applies to all Entries we choose to accept and execute:

a. We shall transmit Entries to the Federal Reserve Bank of Richmond (the “ACH Operator”) in time to permit the Receiving Depository Financial Institution to make the Entry available to the Receiver by the opening of business on the Effective Entry Date specified in the Entry provided (i) we receive such Entries from you by 7:00 p.m. at least 2 Business Days prior to the Effective Entry Date shown in such Entries, and (ii) the ACH Operator is open for

business on such Business Day. If we receive Entries and payment orders for an amount greater than the amount identified in your Business Online Banking Application (as may be modified by us from time to time), we reserve the right to refuse to process all or part of the Entries. Failure to exercise this right of refusal in any one or more instances shall not preclude the exercise of such right in any future instance or constitute a course of business conduct by us on which you may rely. Entries shall be deemed received by us when your transmission is completed.

b. If any of the requirements of *Subsection D(2)(a)* are not met, we shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator, unless we reject the Entry.

c. In the case of an Entry received for credit to an account maintained with us (an "On-Us Entry"), we shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements of *Subsection D(2)(a)* are met, unless we reject the Entry. If these requirements are not met, we shall use reasonable efforts to credit the Receiver's account in the amount of such Entry on the next Business Day following such Effective Entry Date.

3. You may originate Entries through the ACH Services and submit the file to us via the Services. Each entry shall include the offsetting debit or credit to your Account indicated in your instructions ("ACH Settlement Account"). Pre-notifications must be originated 10 days prior to the first live entry.

4. You shall retain data on file adequate to permit remaking of Entries for 45 days following the Effective Entry Date and shall provide such data to us upon our request. In addition to your obligation in the Rules regarding the retention of certain Debit Entry authorization agreements, you agree that you will retain a copy of each such authorization agreement for the period specified in the Rules, will permit us to examine such authorization agreements at such times as we may reasonably request and will furnish to us a copy of any such authorization agreement upon request.

5. You shall pay us the amount of each Credit Entry transmitted by us pursuant to this Agreement at such time as we, in our discretion, may determine. At our discretion, we may require you to pay us the amount of Credit Entries or we may place a hold on the funds in the ACH Settlement Account in the amount of the Credit Entries before we accept your transfer instructions. You shall maintain a balance of available funds in the ACH Settlement Account sufficient to cover your payment obligations, including all Credit Entries transmitted, under this Agreement. In the event there are not sufficient available funds in the ACH Settlement Account to cover your obligations under this Agreement, you agree that we may immediately discontinue the ACH Services. If in our discretion we accept your transfer instructions for the credit of other accounts, and if there does not exist at the time of our acceptance a withdrawable credit balance in the ACH Settlement Account sufficient to cover the amount of the transfer instructions, then an overdraft shall be created. The amount of such overdraft shall be due and payable immediately, without the need for our demand. The amount of such overdraft shall bear interest from the date of creation until you pay the overdraft in full at the rate of 18% per year.

6. With respect to Debit Entries you initiate, we will credit the ACH Settlement Account the aggregate amount of such Entries on the Effective Entry Date or the next Business Day following the Effective Entry Date.

7. We may reject any Entry that does not comply with the requirements of this Agreement, the Rules, and our procedures, or which contains an Effective Entry Date more than 10 days after the Business Day we receive such Entry. We shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. We have the right to reject any Entry if you have failed to comply with your payment obligations under this Agreement. We shall have no liability to you by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. We shall be permitted to reject any transfer instructions orally, electronically, or in writing, and notice of rejection communicated by any such means shall be effective to prevent acceptance of the transfer instructions at the time we give notice.

8. You have no right to cancel or amend any Entry after we receive it.

9. We shall notify you by phone, mail, telefacsimile, electronic transmission or any combination thereof, of the receipt of a returned Entry from the ACH no later than 2 Business Days after the Business Day of such receipt. We shall have no obligation to retransmit a returned Entry to the ACH.

10. You represent to us and warrant and agree that (a) each person shown as the Receiver on an Entry received by us from you has authorized the initiation of such Entry as required by the Rules and the crediting or debiting of his or her or its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal of Entries to us, (c) you only shall originate those types of Entries selected by you in your application, (d) you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, (e) you shall be bound by and comply with the Rules as in effect from time to time, (f) you specifically acknowledge that you have received notice of the Rules and agree to be bound by them and acknowledge that Entries may not be initiated that violate the laws of the United States, (g) all warranties we are deemed by the Rules to make to any party with respect to Entries originated by you are hereby made by you to us, (h) each Debit Entry is for a sum which, on the settlement date with respect to it, will be owing to you from the party whose account will be debited, is for a sum specified by such party to be paid to you, or is a correction of a previously transmitted erroneous Credit Entry, (i) each Entry is made for your own account and is not made on behalf of another person or entity, and (j) each Debit Entry to a Consumer Account has been authorized in a paper writing, signed by the Receiver, and you have possession of the signed, written paper authorization. We may audit you from time to time, and you agree to cooperate with us to permit such auditing, to confirm that you have satisfied your obligations under this *Section*.

11. Both you and we shall be subject to the Rules' designation that the credit given by a beneficiary's bank to the beneficiary of a Credit Entry is provisional until such bank has received final settlement or payment for such Entry. If such settlement or payment is not received, the beneficiary's bank is entitled to a refund from the beneficiary in the amount

credited, and the originator of the Entry shall not be deemed to have paid the beneficiary the amount of such Entry.

12. Before you originate Entries to pay federal taxes, you shall provide us with proof of your enrollment in the Federal Government EFTPS program, as well as such test files, information, prenotification files and actual payment files for processing as required under the Rules, applicable law and our procedures.

E. Positive Pay Services

The Bank's *Positive Pay Service* provides you with a means either, specifically or by default, to approve the payment of a particular check presented to us for payment or to object to its payment. Positive Pay is an anti-fraud service that protects your business from check fraud, letting you easily detect counterfeit and fraudulent checks.

Positive Pay works by comparing an issued check file or an exception file to your records. Before your checks are released, you work directly with us to review items and to detect and prevent potential fraudulent activity.

You acknowledge that the Positive Pay service is subject to the terms and conditions set forth in a separate Positive Pay Agreement executed with Bank as well as any requirements set forth in this Agreement.

F. Escrow Account Services

The following terms apply to the Bank's *Escrow Account Services* concerning funds held in escrow or in trust for your customers. As used in this Section F, the term "Custodian" means you, when serving as custodian, agent, trustee, or other fiduciary in holding funds for your customers and the term "Owner" means your customers, clients or other individuals, including their estates. You may use the Escrow Account Services in connection with the deposit of Owner's funds (where you are the Custodian) into one or more deposit accounts established at Bank.

1. As Custodian, you have or will establish one or more Accounts with us for the purpose of holding an Owner's funds. You will deposit only funds of an Owner into each Account, and you agree that you are an agent, trustee, or other fiduciary in holding the funds for each Owner. When you make a deposit into an Account, you will provide us such information about each Owner in whose name funds are then being deposited as may be requested from time to time by us, including, but not limited to: (a) each Owner's name, address and telephone number; (b) each Owner's social security number; and (c) an accounting of the amount of monies, identified by Owner, which are part of that particular deposit of funds. All interest earned on the funds held in each Account will be credited to each Account. You agree to establish each Account in accordance with the requirements of any state law, rule, or regulation applicable to escrow, trust, or other fiduciary accounts.

2. We will provide recordkeeping and other services related to the maintenance of each Account as agreed upon from time to time by the parties (the “Escrow Services”). Without limiting the foregoing, the Escrow Services will include: (a) providing monthly statements to you regarding the total amount of interest credited to each Account in each preceding month; (b) keeping records of funds and interest attributable to each Owner and providing monthly statements to you regarding such funds and interest; (c) making other agreed upon Account records available to you from time to time and in a format acceptable to the parties; (d) to the extent interest earned on funds is attributable to a particular Owner, preparing required Internal Revenue Service (“IRS”) Form 1099-INT reports regarding such interest and sending them to the IRS and to other parties identified as required recipients; *provided, however*, that all records and information about funds and/or interest attributable to an Owner prepared, provided, or sent to you or any other third party by us may be based solely on (i) the balance of each Account at the time such record or information is prepared, provided, or sent, as reflected in our records, and (ii) information provided to us by you.

3. You agree to pay fees to us as set forth in your My Cash Manager application and/or any separate Escrow Services fee schedule. We may change such fees from time-to-time by giving you prior written notice of any such change.

4. As the agent, trustee or other fiduciary for the Owner whose funds are being held in each Account, you certify that (a) any monies deposited into or withdrawn from each Account are properly within your custody and may be lawfully deposited into or withdrawn from each Account in accordance with authority duly vested in you, and (b) except as expressly provided otherwise by judicial order of which we have had prior notice and upon which we have had a reasonable opportunity to act, we have no duty to verify your authority to make a particular deposit or withdrawal. Accordingly, we shall not be liable to any third-party, including any Owner or representative of any Owner’s estate, for any withdrawal of funds and/or interest by you or for the ultimate disposition by you of such funds or interest.

5. You shall keep accurate records regarding Owners and funds in good faith and in the ordinary course of your business, which, at a minimum, will detail the interests of the true or identified beneficial owners of the funds in each Account. We may rely on all information provided to us by you as being accurate and correct.

You acknowledge that the Escrow Account Services related to funeral/pre-need accounts are subject to the terms and conditions set forth in a separate Pre-Need Funeral Account Agreement executed with Bank as well as any requirements set forth in this Agreement.