



EagleBank Online Service Agreement and Electronic Funds Transfer Disclosure

No one from EagleBank will ever contact you in any form (fax, letter, email, phone call, etc.) and ask you to provide your online banking credentials.

If you suspect any fraudulent activity or an attempt to gain your online banking credentials, please phone us immediately at 301-628-4708.

Government regulations require that we make the following disclosures available to you when you apply for an account with EagleBank. You may print these disclosures for your files.

By clicking accept, I am applying for EagleBank Online Banking. I authorize you to charge my account for any transactions accomplished through the use of EagleBank Online Banking, including the amount of any recurring payment or transfer that I make. I agree to comply with the EagleBank Online Service Agreement and Electronic Funds Transfer Disclosure, as revised from time to time.

I agree that sufficient funds must be available in my account on the date I schedule payments or transfers to be made using the EagleBank Online Banking Service.

This Agreement and Disclosure provides information about EagleBank Online Banking services and contains the disclosures required by the Electronic Funds Transfer Act. This agreement establishes the rules that cover your electronic access to your accounts at EagleBank. By using EagleBank Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your EagleBank accounts as well as your other agreements with EagleBank such as loans continue to apply notwithstanding anything to the contrary in this Agreement. 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.

For the purpose of this document, "I," "me," "my," and "mine" shall refer to each Depositor who enrolls in EagleBank Online Banking. "you," "your," or "Bank" shall refer to the financial institution at which the Depositor has the deposit account accessed through EagleBank Online Banking. All references to time of day in this Agreement and Disclosure refer to Eastern Standard Time.

A. EagleBank Online Banking Service:

EagleBank Online Banking is an electronic banking service that permits you to access a number of financial services through the use of personal computers or similar access devices.



B. Banking Day:

EagleBank business days are Monday, Tuesday, Wednesday, Thursday and Friday, except for bank holidays. Bank holidays are considered part of the following business day.

C. Services Available through EagleBank Online Banking:

EagleBank Online Banking allows me to:

1. Transfer funds between my EagleBank accounts
2. Obtain account information and set alerts
3. Pay bills
4. Export account transaction information
5. View online statements
6. Make loan payments
7. Transfer funds between accounts owned at other financial institutions
8. Place a Stop Payment on check
9. Update contact information

Collectively, these are referred to as the "EagleBank Online Banking Services".

D. General Information about EagleBank Online Banking:

I may use EagleBank Online Banking any time, day or night, 7 days a week. However, EagleBank Online Banking may be temporarily unavailable due to EagleBank record updating, or technical difficulties. To utilize the services, I will need to enter my assigned User ID and password and otherwise satisfy the system's security procedures.

E. Transaction Procedures:

Transfers may be processed in three different transaction modes. They are as follows:

1. "Once, now." If I designate a payment or transfer as a "Once, now" transaction, the scheduled initiation date will be the current business day. However, sufficient funds must be available at the time I request the transaction. "Once, now" Transfers may not be canceled for any reason once I have received a confirmation, as funds are immediately deducted from my designated account.
2. "Once, scheduled." If I designate a Transfer as a "Once, scheduled" transaction, I may request that the transaction be made on a future date that I may designate up to 364 days in advance of the Scheduled Date. Sufficient funds must be available on the Scheduled Date, and will be deducted from my designated account on the Scheduled Date. Transactions may be canceled or changed until 11:00 PM EST of the night prior to the Scheduled Date.
3. "Once, scheduled frequency." If I designate a Transfer as a "Once, scheduled frequency" transaction, I may request, and EagleBank will use, a Scheduled Initiation Date that reoccurs on a specified regular basis (i.e. weekly, bi-weekly,



monthly, etc.). Sufficient funds must be available on the Scheduled Date, and will be deducted from my designated account on the Scheduled Date. Transactions may be canceled or changed until 11:00 PM EST of the night prior to the Scheduled Date.

F. IntraBank Transfers:

1. IntraBank Transfers are transfers between accounts at EagleBank. Funds Availability. Although I receive immediate provisional credit upon completion of my EagleBank Online Banking session for "Once, now" IntraBank transfers made during the session, I must make transfers before 9:00 P.M. EST on a banking day for those funds to be posted on an account that day and to be available for non-EagleBank Online Banking transactions (checks, debit card purchases, etc.). Transfers designated as "Once, now" transactions made after 9:00 P.M. EST or on a weekend or holiday, will be available for the payment of non-EagleBank Online Banking transactions on the following banking day. "Once, now" transfers cannot be canceled. Transfers designated as "Once, scheduled" or "Once, scheduled frequency" transactions will be processed by 9:00 A.M. of the Scheduled Date for provisional credit (i.e. for EagleBank Online Bill Payments, and cash withdrawals at ATMs or banking centers), and will post and be available by the next banking day for payment of non-EagleBank Online transactions. If the Scheduled Initiation Date falls on a weekend or holiday, the transfer will occur on the next banking day. Future-dated transfers may be changed or canceled until 11:00 PM EST of the night before the processing date.

G. Limitations on Services:

1. Transfer Limitations. Except as provided herein, all Transfers to and from an account are subject to the terms and conditions applicable to such account as set forth in the account agreement governing such account. With respect to money market accounts, I may not make more than six transfers or withdrawals per month to another account of mine or to third parties, when these transfers are made by means of a preauthorized or automatic transfer, or telephonic agreement, order or instruction.
2. Available Funds Required. All Transfers initiated through EagleBank Online Banking are subject to there being sufficient funds available in the affected account to cover the transfer on the Scheduled Initiation Date or earlier.

H. Stopping or Modifying EagleBank Online Banking Authorized Payments:

Payments designated as "Once, now" transactions cannot be stopped, canceled, or changed once I receive my confirmation number. Except as stated below, in order to request a stop payment or change an EagleBank Online Banking transaction designated



as "Future" or "Recurring," I must use EagleBank Online Banking and follow the instructions provided to me. I must cancel the payment or transfer using EagleBank Online Banking by 11:00 PM EST of the day before the scheduled processing day.

I understand you will only accept a verbal or written notice to stop a EagleBank Online Banking transaction if it relates to a payment designated as "Recurring" and only if the notice is received at EagleBank Online Banking Customer Service (at the address and phone number listed in paragraph P of this Agreement and Disclosure) no later than three business days before the scheduled date of the payment or transfer. If I call, you may also require me to put my request in writing and get it to you within fourteen days after I call. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. I understand that my written notice will only be accepted at the address and phone number listed in paragraph R of this Agreement and Disclosure.

If I request a cancellation of a transaction as set forth above and you do not do so, you will be liable for the damages caused as explained in paragraph O.

I. Authorization To Charge Accounts:

I authorize you to charge my designated account(s) for any transactions accomplished through the use of EagleBank Online Banking, including the amount of any Bill Payment or Transfer that I make, and any charges for the service. I understand that in adding a payee or maintaining a payee list, even if no payments are scheduled, I am electing to use the full Online Banking and Bill Payment service and therefore will be charged accordingly. I authorize you to process Bill Payments and to transfer funds according to the instructions you receive if the instructions are received from me through EagleBank Online Banking. I authorize you to initiate any reversing entry or reversing file, and to debit my accounts at EagleBank or elsewhere, in order to correct any mistaken credit entry. I understand that if a Bill Payment or Transfer request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named beneficiary.

J. Account Information; Electronic Notice:

I may check the balance(s) of the EagleBank accounts that are linked by access through EagleBank Online Banking. (NOTE: the balance figure may not reflect recent transactions, and may include funds which are not subject to immediate withdrawal.) I may get a listing of transactions posted to my accounts for a limited amount of time, and may get general account information for all accounts linked by access through EagleBank Online Banking.



K. Fees:

1. Service Fees

a) Monthly Service Fee

The amount of the fee is set forth under the "Schedule of Fees".

You will automatically deduct the service fee, if any, from my primary checking account beginning the next statement date, unless a different date is agreed to. You will continue to charge my account monthly on the same day (or the next banking day if the due date falls on a weekend or holiday), until the service is discontinued.

b) Transaction Fees

If the deposit account from which the payment or transfer is made is charged per-item fees for excess debit transactions, such as Limited Checking accounts or Customer Savings accounts, a fee will be charged for each EagleBank Online Banking payment or transfer in excess of the specified limit. The transaction fee may not apply to other accounts. The amount of this fee, and specific types of accounts that are excluded from this fee, are set forth in EagleBank's Schedule of Fees.

2. Applicable To All Fees and Charges

I authorize you to automatically deduct the payment from my account even if I do not have sufficient funds in my account on the date the fee or charge is payable.

L. Security Procedures:

A Password and User ID will be required to access the service. These are confidential and should not be disclosed to anyone. I am responsible for the safekeeping of this information. I agree not to disclose or otherwise make the Password and/or User ID available to anyone not authorized to sign on my accounts.

I represent that I have considered the security procedures of the services and find that the security procedures are commercially reasonable for verifying that a Bill Payment, Transfer or other communication purporting to have been issued by me is, in fact, mine. In reaching this determination, I have considered the size, type and frequency of Bill Payments, Transfers or other communications that I anticipate issuing to EagleBank.

If the EagleBank Online Banking security procedures are not, in my judgment, commercially reasonable, I must inform you within 30 days. In the size, type and frequency on my Bill Payments and Transfers change, and the result is that the EagleBank Online Banking security procedures cease to be commercially reasonable, I must also inform you of this within 30 days.



M. Liability for Unauthorized Use:

I will notify you immediately if I believe that my User ID and/or Password has become known to an unauthorized person. Telephoning is the best way of keeping my possible losses to a minimum. If I suggest that an unauthorized transfer or payment may have occurred, you may require me to sign an affidavit.

I could lose all the money in my deposit account(s) accessed through EagleBank Online Banking (plus my maximum overdraft line of credit, if any) if I don't inform you that my User ID and/or Password has become known to an unauthorized person. If I tell you within two business days after I learn of the loss or theft, I can lose no more than \$50.00 if an unauthorized person used my User ID Password to access EagleBank Online Banking without my permission.

If I do not tell you within two banking days after I have learned that my User ID and/or Password has become known to an unauthorized person, and you can prove that I could have stopped someone from using my User ID and/or Password without my permission if I had told you, I could be liable for as much as \$500.00.

Also, if my statement shows electronic funds transfers that I did not make, I will notify you immediately. You may require me to provide my complaint in the form of an affidavit. If I do not tell you within 60 days after the statement was mailed to me, I could be held responsible for all unauthorized transfers and withdrawals that occurred between the end of the 60-day period and the time I actually notified you, and if the transactions could have been prevented if you had been notified.

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

N. Notification of unauthorized transaction or a lost or stolen access device:

If I believe my ATM or Debit Card has been lost or stolen, my PIN has become known by an unauthorized person, or that someone has transferred money or made payments without my permission, I will call the EagleBank at (800) 364-8313.

O. Liability for Failure To Make Payments:

If you do not send a payment or make a transfer on time, or in the correct amount according to my instructions given in accordance with this Agreement and Disclosure, you will be liable for damages caused. However, there are some exceptions. You will not be liable, for instance, if:

1. Through no fault of yours, my designated funding account does not contain sufficient funds to make the payment or transfer.
2. The payment or transfer would go over the credit limit on my overdraft line of credit.



3. The equipment, ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable.
4. Circumstances beyond your scope of control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that you have taken.
5. A court order or legal process prevents you from making a transfer or payment.
6. I have previously reported my ATM card lost or stolen, or if you have a reasonable basis for believing that unauthorized use of my PIN, Password, or designated account have occurred or may be occurring or if I default under any agreement with you or if you or I terminate this Agreement.
7. The payee does not process a payment correctly, or in a timely manner.

There may be other exceptions stated in your agreement with me.

If any of the circumstances listed in subparagraph 3 or 4 shall occur, you shall assist me with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

P. Errors or Questions:

I will telephone you at (301) 986-1800 or write EagleBank Online, Attention: Electronic Banking Department, EagleBank 7830 Old Georgetown Rd, Bethesda, MD 20814 as soon as I can, if I think my statement or receipt is wrong or if I need more information about a Bill Payment or Transfer listed on the statement or receipt. You must hear from me no later than 60 days after you send the statement on which the problem or error appeared. A statement is considered to have been sent when it is first made available. I must:

1. Tell you my name and account number
2. Describe the error or payment I am unsure about, and explain as clearly as I can why I believe it is an error or why I need information.
3. Tell you the dollar amount of the suspected error.

If I tell you verbally, you may require that I send my complaint or question in writing within ten business days. You may require me to provide my complaint in the form of an affidavit.

You will inform me of the results of your investigation within ten business days (20 business days if the suspected error involved a new account) after you hear from me and will correct any error promptly. If you need more time, however, you may take up to 45 calendar days (90 days if outside the United States or if it occurred at a merchant location for the purchase of goods or services) to investigate my complaint or question. If you decide to do this, you will re-credit my account within ten business days (20 business days if the suspected error occurred outside the United States, if it occurred at a merchant location for the purchase of goods and services or involved a new account) for the amount I think is in error, so that I will have the use of my money during the time it takes



you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten days, you may not re-credit my account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

If you determine that there is no error, you will send me a written explanation within three business days after you finish your investigation. I may ask for copies of the documents that you used in your investigation.

Other Problems

If I believe an error other than an electronic funds transfer problem has occurred concerning a deposit account or if I have a problem regarding a credit account accessed by an ATM/Debit Card, I will refer to my monthly statement for instructions regarding how to have you resolve my question or correct an error.

Q. Account Information Disclosure:

You will disclose information to third parties about my account and the payments or transfers I make:

1. When it is necessary for verifying or completing payments or transfers, or resolving a problem relating to a payment or transfer;
2. In order to verify the existence and the condition of my account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders;
4. If I give you my written permission; or
5. As otherwise permitted in EagleBank's Deposit Agreement and Disclosures, by law, or as required by government regulations.

R. Documentation And Verification of Payments and Transfers:

1. Confirmation Numbers

Upon completion of a transaction using EagleBank Online Banking, a confirmation number will be given. I should record this number, along with the payee, scheduled date and transaction amount in my checkbook register (or other permanent record), because this will help in resolving any problems that may occur.

2. Periodic Statements

Information concerning EagleBank Online Banking transactions will be shown on my normal statement for the account to and from which transfers or payments are made. I will get a statement monthly, unless there are no electronic funds transfers in a particular month. In any case, if my account is a checking, savings, or money market, I will get a statement at least quarterly.

3. Recurring Deposits

If I have arranged to have deposits made to a deposit account at least once every 60 days from the same person or company, I can find out whether or not the



deposit has been made through EagleBank Online. Or, I can call EagleBank Customer Service at (301) 986-1800 to find out whether or not the deposit has been made.

S. External Account Transfers:

1. When you add an External Transfer Account you are requesting an electronic transfer from your EagleBank account.
2. Upon such request, EagleBank will make electronic transfers via the Automated Clearing House (ACH) system to/from your U.S. bank account in the amount you specify to/from your EagleBank account. You agree that such requests constitute your authorization for these transfers.
3. You acknowledge that the origination of these ACH transactions to/from your accounts must comply with the provisions of U.S. law.
4. You may request a total of \$2,500 per day in debits up to a total of \$10,000 per month, and \$2,000 per day in credits.
5. You may request up to a total of 10 transfers per day.
6. You may have up to 3 External Transfer accounts.
7. A credit transfer request may take up to 3 business days to post to your EagleBank account.

T. Other Conditions:

I am responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit accounts which I access using EagleBank Online Banking. You can terminate my EagleBank Online Banking privileges without notice to me if I do not pay any fee required in this Agreement and Disclosure when due or if I do not comply with those agreements. The regulations governing my deposit account are set forth in your Deposit Agreement and Disclosures, a copy of which is available from any branch location.

U. Change In Terms:

We will mail or deliver a written notice to you at least 30 days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased fees or charges, increased liability for me, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.



BILL PAYING AGREEMENT/DISCLOSURE

This is your Bill Paying Agreement with EagleBank. You may use EagleBank's Bill Paying service to direct EagleBank to make payments from your designated checking account to the Payees you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules). 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.

"You" or "your" means each person who is authorized to use the service. "Payee" means anyone, including EagleBank, you designate and EagleBank accepts as a payee.

EagleBank reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by EagleBank will be assigned a payee code. You may pay any payee you wish. However, please make note of the following:

1. The payee must be located in the United States.
2. Payments should not be remitted to tax authorities or government and collection agencies.
3. Payments should not be remitted to security companies for stock purchases or trade taxing authorities.
4. Court directed payments should not be remitted (Alimony, child support, or other legal debts).

EagleBank is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list. EagleBank will not be responsible for any late fees, penalties, or losses that may be incurred for payments listed in 2-4 above.

You understand and agree that we reserve the right to impose a frequency or dollar limit on payment requests.

THE BILL PAYING PROCESS

Single Payments

A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 9 PM EST. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's



process date, the payment will be processed on the first business day following the designated process date.

Recurring Payments

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is processed the first business date after the calculated process date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

For Single and Recurring Payments, **YOU SHOULD ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE**, for each bill payment to reach the Payee. Any bill payment can be changed or canceled, provided you access Bill Pay prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to EagleBank. EagleBank reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and EagleBank has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree EagleBank, at its option, may charge any of your accounts to cover such payment obligations. EagleBank reserves the right to change the cut-off time. You will receive notice if it changes.

LIABILITY

You are solely responsible for controlling the safekeeping of, and access to, your login information to eBanking. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. EagleBank is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. EagleBank is not liable for any failure to make a Bill Payment if you fail to promptly notify EagleBank after you learn that you have not received credit from a Payee for a Bill Payment. EagleBank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be EagleBank's agent. In any event,



EagleBank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if EagleBank has knowledge of the possibility of them. EagleBank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond EagleBank's reasonable control.

AMENDMENT AND TERMINATION

EagleBank has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on EagleBank's records, by posting notice in branches of EagleBank, or as otherwise permitted by law.

EagleBank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to EagleBank at:

7830 Old Georgetown Rd
Bethesda, MD 20814
ATTN: Online Banking Bill Pay Department

EagleBank is not responsible for any fixed payment made before EagleBank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by EagleBank on your behalf.

Fees –

The fee for the Bill Paying Service is \$0.00 per month, for an unlimited number of monthly payments.

Refer to the EagleBank Fee Schedule for other fees including overdraft fees.

EagleBank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.