

The Demand Deposit MarketplaceSM Program Terms and Conditions

I. Introduction

The Demand Deposit MarketplaceSM Program ("Program") is offered by First United Bank & Trust ("FUB & T") as an option to sweep any amount on deposit at First United Bank & Trust that exceeds the target balance agreed upon between you and First United Bank & Trust ("Target Balance") to other insured accounts at FDIC member banks. Your funds will be deposited in money market deposit accounts ("MMDAs") and demand deposit accounts ("DDAs"; MMDAs together with DDAs, "Deposit Accounts") at receiving banks ("Receiving Banks" or "banks"), subject to the limitations described herein. Your funds that are deposited through the Program into the Receiving Banks are hereinafter referred to as "Program Deposits." By selecting the Program, you appoint First United Bank & Trust as your authorized agent pursuant to the Terms and Conditions set forth herein. Stable Custody Group II LLC ("Stable") operates the Program as an administrator and acts as First United Bank & Trust's agent. There is no minimum amount required as an initial or subsequent deposit.

By participating in this Program, you can increase the FDIC protection on your deposit while continuing to process all your transactions with First United Bank & Trust. From time to time, First United Bank & Trust will notify you of the maximum amount of FDIC insurance protection available on your Program Deposits. Such maximum amount will depend on the number of Receiving Banks in the Program and the number of Receiving Banks that you exclude from holding your Program Deposits, and so may change from time to time.

YOU UNDERSTAND THAT BY ENROLLING IN THE PROGRAM, YOU ARE INSTRUCTING FIRST UNITED BANK & TRUST TO DIRECT THE AMOUNT OF YOUR FUNDS ON DEPOSIT WITH FIRST UNITED BANK & TRUST THAT EXCEEDS YOUR TARGET BALANCE INTO THE PROGRAM.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS IN CONNECTION WITH CHOOSING TO ENROLL IN THE PROGRAM. IF YOU HAVE ANY QUESTIONS, PLEASE CALL FIRST UNITED BANK & TRUST.

BY APPOINTING FIRST UNITED BANK & TRUST TO SERVE AS YOUR AGENT FOR PARTICIPATION IN THE PROGRAM, THESE TERMS & CONDITIONS BECOME A BINDING CONTRACT BETWEEN YOU AND FIRST UNITED BANK & TRUST.

II. Summary of Terms and Conditions

This section of the Terms and Conditions is a summary of certain features of the Program. It is prepared for your convenience, and must be read in conjunction with the more detailed disclosure below.

Summary of the Program: Stable operates the Program, and First United Bank & Trust acts as your agent. If you choose to participate, First United Bank & Trust will sweep any amount on deposit at First United Bank & Trust that exceeds the Target Balance into the Program. Your Program Deposits are deposited into Deposit Accounts at multiple Receiving Banks in a manner designed to remain within the FDIC insurance limit at each Receiving Bank, which in the aggregate increases the amount of FDIC protection available to you. FDIC insurance coverage is available up to its standard maximum deposit insurance amount, which is \$250,000, per legal category of account ownership at each bank ("SMDIA"). You will receive interest on your Program Deposits at the rate established by First United Bank & Trust.

Your Program Deposits are allocated among the Receiving Banks to maximize FDIC coverage. The amount of FDIC insurance coverage available through the Program is based, generally, on the number of Receiving Banks. The level of insurance may change from time-to-time. Ask First United Bank & Trust if you want to know the current level of FDIC insurance coverage available to you under the Program.

Access to Funds: You will access Program Deposits through your deposit accounts at First United Bank & Trust.

Determination of Interest Rates: Your interest rate on Program Deposits is set by First United Bank & Trust. Contact First United Bank & Trust with any questions about your rate. See Section III.J, Interest.

Fees: Stable earns fees based on the amount of money in the Program, including your Program Deposits. First United Bank & Trust may also earn fees for its services with respect to the Program. See Section III.K, Fees.

Risks of the Program: By enrolling in the Program, you consent to have First United Bank & Trust automatically sweep the excess funds over the Target Balance to the Program on the following business day. Until such funds are swept from First United Bank & Trust into the Program, they will be uninsured to the extent they exceed the then current SMDIA. If you cannot accept the risk associated with uninsured deposits in these or other circumstances, it will be your responsibility to make arrangements with First United Bank & Trust to have such funds deposited into the Program on a “same-day” basis, collateralized, protected by a properly executed repo sweep agreement, or otherwise adequately protected, in a manner consistent with applicable law.

If you have funds at a Receiving Bank outside the Program, this may negatively impact the availability of FDIC insurance at such Receiving Bank. If your deposits in a Receiving Bank exceed the then current SMDIA of such bank, the excess funds are not covered by the FDIC deposit insurance. You are solely responsible for monitoring your deposits in Receiving Banks outside of the Program. As such, you should review the list of Receiving Banks carefully. The list of Receiving Banks may change from time to time, and you may contact First United Bank & Trust directly to obtain the most recent list. You are responsible for instructing First United Bank & Trust to exclude certain Receiving Banks from the banks that hold your Program Deposits. See Sections III.D, Deposits and FDIC Insurance, and III.G, Ability to Exclude Receiving Banks.

In the event of a failure of a Receiving Bank, there may be a time period during which you may not be able to access your money. Where your funds are held in MMDAs, the return of your funds to your account at First United Bank & Trust may be delayed. Receiving Banks are permitted to, but rarely do, impose a delay of up to seven days on any withdrawal request from an MMDA.

III. Detailed Terms and Conditions

A. Account Eligibility

This Program is available to individuals and all other entities, including corporations, public entities and not-for-profit entities, eligible to maintain a bank deposit. It is your responsibility to ensure that the Program satisfies your particular objectives or guidelines and/or applicable law. In order to obtain FDIC insurance in the Program, you must provide proper tax and other identification information to First United Bank & Trust.

B. Agency Relationships

First United Bank & Trust is acting as your agent in establishing and maintaining bank deposit accounts at Receiving Banks and First United Bank & Trust appoints Stable as its agent. When you enroll in the Program, you appoint First United Bank & Trust as your custodial agent to effect deposits to and

withdrawals from the Deposit Accounts. The allocation process administered by Stable determines into which Receiving Bank(s) your money will be deposited to maximize the amount of FDIC insurance available to you. See Section III.I, Allocations to Receiving Banks. The custodian bank for the overall Program (currently Huntington National Bank) (“Custodian Bank”) is solely responsible for the movement of funds within the Program to and from Receiving Banks. All Program funds remain under the custodial control of either First United Bank & Trust or the Custodian Bank at all times.

C. Information about Stable

Stable is a Delaware limited liability company. Stable is not a bank, credit union, broker-dealer, or investment adviser. None of the Receiving Banks is an affiliate of Stable. Stable administers the Program.

D. Deposits and FDIC Insurance

Your funds intended for deposit into the Program must be placed through First United Bank & Trust and cannot be placed directly by you with any of the Receiving Banks.

Once in the Program, your Program Deposits will be allocated to one or more omnibus Deposit Accounts maintained at the Receiving Banks held in the name of “Stable Custody Group II LLC, as Agent, for the Exclusive Benefit of its DDM Participating Banks, as Agent, for the Exclusive Benefit of its DDM Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others” or a similar name that preserves the eligibility of Program Deposits for pass-through FDIC insurance. See Section III.I, Allocations to Receiving Banks.

Your Program Deposits are swept into accounts at the Receiving Banks to provide you with up to \$250,000 of FDIC insurance per Receiving Bank, subject to certain exceptions described herein. The \$250,000 limit (i.e., the SMDIA) includes your principal and accrued interest, when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Bank. FDIC deposit insurance protects you against the loss of your insured deposits in the event a Receiving Bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States.

If you have money at a Receiving Bank outside the Program, this may negatively impact the availability of FDIC insurance for the total amount of your funds held at that bank. If your deposits at a Receiving Bank, in aggregate, exceed the then current SMDIA, the excess funds are not covered by the FDIC deposit insurance. First United Bank & Trust, the Receiving Banks and Stable are unaware of your funds outside of the Program. As a result, these funds will not be taken into account when allocating your funds to a particular Receiving Bank. You are solely responsible for monitoring your deposits in Receiving Banks outside of the Program and for notifying First United Bank & Trust to exclude any particular Receiving Bank from receiving your funds. You should review the list of Receiving Banks carefully. The list of Receiving Banks may change from time to time, and you may contact First United Bank & Trust directly to obtain the most recent list.

For example, if the then current SMDIA is \$250,000 and you have a non-Program deposit account at Bank A of \$200,000 and you also have \$60,000 in the Program Deposits account at the same bank in the same legal category of ownership, only \$250,000 of your \$260,000 is insured by the FDIC.

In the event that a Receiving Bank that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest up to the then current SMDIA per legal category of account ownership will be made to you. Although the FDIC normally makes these payments within a few days of taking possession of a bank as receiver, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made.

Your account ownership will be evidenced by an entry on records maintained by Stable acting on behalf of First United Bank & Trust for each of the Receiving Banks at which your funds are on deposit. You will not be issued any evidence of ownership of a Program Deposit account, such as a passbook or certificate. However, First United Bank & Trust will provide you with a summary of all Program deposits and withdrawals, the name of each Receiving Bank that holds your Program Deposits, deposit balance(s) and interest rate either on your periodic statements, via an online portal, upon request, or a combination thereof.

E. FDIC Deposit Insurance for FDIC-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships

To ensure that your Program Deposits are protected by FDIC insurance to the fullest extent possible under the Program, you should understand how FDIC insurance applies to each FDIC-recognized category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330.

The FDIC's regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the standard maximum deposit insurance amount (SMDIA) (currently \$250,000 for each FDIC-recognized category of account ownership), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's web site at www.fdic.gov.

You also may wish to utilize "EDIE The Estimator," the FDIC's electronic insurance calculation program, which is found at <https://www.fdic.gov/edie/index.html>. Other information regarding FDIC insurance coverage may be found at the "Deposit Insurance" section of the "Quick Links for Consumers & Communities" on the FDIC's web site at <http://www.fdic.gov/quicklinks/consumers.html>

F. Withdrawals

Withdrawals from your Program Deposits are made through First United Bank & Trust and cannot be made directly by you through Stable or any of the Receiving Banks. Checks, ACH payments, debit cards, ATM withdrawals, direct deposits, credits and other transactions and items for your deposit account at First United Bank & Trust are processed through your deposit account held at First United Bank & Trust rather

than through the Program Deposit Accounts. If your withdrawals from your account at First United Bank & Trust reduce the balance in your account below your Target Balance, your funds on deposit at the Receiving Bank(s) will be automatically withdrawn from the Receiving Bank accounts and deposited in your account at First United Bank & Trust on the following business day. It will be your responsibility to make arrangements with First United Bank & Trust to have such funds withdrawn from the Program and deposited into your account at First United Bank & Trust on a “same-day” basis. In the event that First United Bank & Trust does not receive enough funds to cover your entire withdrawal request (if, for examples, Receiving Banks fail to send funds as instructed by the Custodian Bank (pursuant to Stable’s instructions) or Receiving Banks are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be further delayed. If First United Bank & Trust decides to advance funds to you in anticipation of a Program withdrawal, you will owe the amount of these funds to First United Bank & Trust and First United Bank & Trust will retain from the funds received the amount that it advanced to you.

If, in a separate agreement, you have granted First United Bank & Trust a security interest in your Deposit Accounts or other interests relating to your Deposit Accounts as collateral for a loan to you or otherwise, First United Bank & Trust may decline to honor a request for a Program withdrawal or a transaction that would give rise to such a withdrawal to the extent that such withdrawal would cause your balance in the Program to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies.

G. Ability to Exclude Receiving Banks

You will have access to the list of Receiving Banks that hold your deposits either on your periodic statements, via an online portal, upon request, or a combination thereof. You may also contact First United Bank & Trust to obtain the most recent list of Receiving Banks. You may exclude any Receiving Bank from receiving funds from you under the Program by notifying First United Bank & Trust using the form attached as EXHIBIT B. Your exclusions typically become effective within one (1) business day of receipt and acknowledgment by First United Bank & Trust. You can obtain publicly available financial information concerning any of the Receiving Banks at <http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx> or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226 or by phone at 877-ASK-FDIC (877-275-3342). Neither Stable nor First United Bank & Trust is responsible for any insured or uninsured portion of any deposits at any Receiving Bank or guarantees the financial condition of any Receiving Bank or the accuracy of any publicly available financial information concerning a Receiving Bank.

If, on a Business Day, you have outstanding deposits that First United Bank & Trust has placed for you using the Certificate of Deposit MarketplaceSM program (the “CoDMSM program”) also administered by Stable, and you have provided the same taxpayer or other identification number for purposes of the Program and the CoDM program, the allocation of your funds for that Business Day in the Program will not cause the balance in your Deposit Accounts at a Receiving Bank, together with the outstanding deposits, if any, that we placed for you at that Receiving Bank in the same FDIC category of ownership through the CoDM program, to exceed the SMDIA.

H. Your Responsibility to Monitor Your Deposit or Investment Options

First United Bank & Trust does not have any obligation to monitor your account or make recommendations about, or changes to, the Program that might be beneficial to you. As interest rates and other factors change, it may be in your financial interest to change your deposit instructions. In such cases, you should call First United Bank & Trust to learn about other options.

I. Allocations to Receiving Banks

Stable establishes Deposit Accounts on behalf of First United Bank & Trust and other Program participants. You authorize First United Bank & Trust to act as your agent and First United Bank & Trust authorizes

Stable to act as its agent at each Receiving Bank holding your funds. The Deposit Account constitutes a direct obligation of the Receiving Bank and is not directly or indirectly an obligation of Stable, First United Bank & Trust or the Custodian Bank. You authorize First United Bank & Trust to sweep all of your funds in excess of the Target Balance into the Program. Your funds are then allocated each Business Day by Stable to Receiving Banks based on an objective allocation algorithm that takes into consideration any Receiving Banks excluded by you as described in Section III. G above. Any movements of funds within the Program among Receiving Banks are executed by the Custodian Bank pursuant to instructions from Stable. Stable's instructions are based on an objective allocation algorithm that takes into consideration various factors, including the target level of Program deposits for each Receiving Bank. Stable may include additional Receiving Banks to expand the capacity available to underlying customers of the Sending Institutions, including First United Bank & Trust. Receiving Banks may decide to discontinue their participation in the Program, or may be removed by Stable for no longer satisfying Program requirements.

You can contact First United Bank & Trust at any time for the current list of Receiving Banks. You cannot specify an amount of funds to be allocated to specific Receiving Banks, but you can specify that none of your funds will be allocated to specific Receiving Banks. All of the allocations of funds in the Program are made on a non-discretionary basis.

J. Interest

The interest rate paid to you is determined by First United Bank & Trust. The interest rate applicable to your Program Deposits will be stated on your account statement. Contact First United Bank & Trust to obtain the current interest rate being paid to customers and other account information. The rate you earn on your Program Deposits may be higher or lower than the rates available to depositors making non-Program Deposits with Receiving Banks directly, through other types of accounts at First United Bank & Trust, or with other depository institutions in comparable accounts. In the event of the failure of a Receiving Bank, no interest is earned on Program Deposits from the time such a Receiving Bank closes until insurance payments are received. You should compare the terms, rates of return, required minimum amounts, charges and other features of a Program Deposit with other accounts and investment alternatives. There is generally no minimum period that your money must remain on deposit, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time. Payment of the full amount of all accrued interest with respect to your Program Deposit at a Receiving Bank will be solely the responsibility of, and solely enforceable against, that Receiving Bank. First United Bank & Trust will have no indebtedness to you for any such amount.

K. Fees

Each Receiving Bank pays to Stable a fee for its services related to your Program Deposits at that particular Receiving Bank. First United Bank & Trust may also receive a fee for its services. The fees may be different for different Receiving Banks.

L. Account Statements

You will receive a periodic account statement from First United Bank & Trust. All activity with respect to your Program Deposits, including interest earned for the period covered will appear on your statement, including the total of your opening and closing Program Deposit balances. You will not receive a separate statement from the Receiving Banks. Your periodic account statement will be provided to you periodically in accordance with First United Bank & Trust's policies. You should retain all account statements. First United Bank & Trust will provide you with the name of each Receiving Bank that holds your funds either on your periodic statements, via an online portal, upon request, or a combination thereof.

You must notify First United Bank & Trust immediately of any discrepancies noted in your account statement and in no event later than thirty (30) days after the date of the account statement in which the problem or error first appeared.

M. Tax Reporting

The interest that you receive from your Program Deposits is generally fully subject to state and federal tax. An IRS Form 1099 will be sent to you by First United Bank & Trust each year, showing the amount of interest income you have earned from your Program Deposits. You will not receive a Form 1099 if you are not a citizen or resident of the United States.

N. Business Continuity

In the event you are unable to contact First United Bank & Trust due to a business interruption event, such as a natural disaster, you may contact Stable or its agent at 866-237-2752 for account information.

O. Other Terms

Limits on Transfers from MMDAs under Regulation D: Federal banking regulations limit the transfers from MMDAs to a total of six (6) during a monthly statement cycle, and certain aggregation rules may apply to transfers from such accounts at the Receiving Banks. These limits on transfers will not limit the number of withdrawals you can make from your Program Deposits.

Inactive Accounts: First United Bank & Trust and the Receiving Banks may be required by law to turn over (escheat) your Program Deposits to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If Program Deposits are remitted to the state, you may file a claim with the state to recover the funds.

Transferability: Your Program Deposits may not be transferred by you except in connection with a change in ownership of the deposit account with First United Bank & Trust that is linked to your participation in the Program. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding unless and until sufficient, acceptable documentation has been received.

Termination: First United Bank & Trust may, at its sole discretion, and without any prior notice, terminate your participation in the Program. If you close your deposit account at First United Bank & Trust, your associated Program Deposit account will also be closed and your funds will be distributed from the Program through your deposit account at First United Bank & Trust.

Ordinary Care: Any failure by Stable or any Receiving Bank to act or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by Stable or any Receiving Bank in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, any rule or regulation of the State of New York, the Federal Reserve or FDIC, or a federal agency having jurisdiction over such party shall constitute ordinary care.

Personal Information: The use of your information is governed by the privacy policy of First United Bank & Trust. With respect to the Program, you understand and agree that Stable, including its affiliates, the Receiving Banks, First United Bank & Trust and their service providers may obtain such information as may be necessary for legitimate business needs in connection with the operation of the Program. Such information will be shared among the parties only for use in providing the services hereunder and as otherwise legally required. For information regarding the collection, processing and use of your personal information and your rights to limit the use and disclosure of such information, you should contact First United Bank & Trust. Stable will never use your personal information for any purpose other than to perform its role as administrator of the Program. Stable's privacy policy is available online at www.ReichandTang.com.

Alternatives to the Program: By enrolling in the Program, you agree to the terms and conditions provided herein. You understand that, at any time, you may terminate your participation in the Program. If you terminate, the funds held through the Program will be credited to your deposit account at First United Bank & Trust.

Days of Operation: The Program will operate on all days when the Federal Reserve Bank of New York is open for business.

Mutual Institution and Subscription Rights: Your funds may be placed in a Deposit Account at a Receiving Bank that is in the mutual form of organization. Such a Deposit Account will be identified on the books of the mutual institution as described in Section III. D, Deposits and FDIC Insurance, and not in your name. First United Bank & Trust and Stable will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own or on your behalf. You hereby waive any right you may have to vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Deposit Account as of an applicable record date.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FIRST UNITED BANK & TRUST, STABLE OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

Legal Process: Stable, First United Bank & Trust, and the Receiving Banks may comply with any writ of attachment, execution, garnishment, tax, levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. First United Bank & Trust may notify you of such process by telephone, electronically or in writing. You agree to indemnify, defend and hold Stable, First United Bank & Trust, and the Receiving Banks harmless from all actions, claims, liabilities, losses, costs, attorneys' fees, and damages associated with their compliance with any process that such party believes reasonably and in good faith to be valid. You further agree that Stable, First United Bank & Trust, and the Receiving Banks may honor legal process that is served personally, by mail, or by facsimile transmission at any of their respective offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Program Deposit records are maintained.

P. General

Amendment: First United Bank & Trust may modify these Terms and Conditions at any time, upon notice to you.

Waiver: Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Severability: If any term, provision, covenant or restriction of these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated

Entire Agreement: These Terms and Conditions and any other documents provided by First United Bank & Trust to you in connection with the Program constitute the entire agreement between First United Bank & Trust and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, between First United Bank & Trust and you with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, FIRST UNITED BANK & TRUST MAKES NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE OR NON-INFRINGEMENT.

Binding Effect: These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions; provided that Stable shall be a third party beneficiary hereof.

Governing Law: These Terms and Conditions are to be construed in accordance with and governed by the internal laws of the State of New York and the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties. Unless otherwise provided herein, First United Bank & Trust and Stable may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions for your Program Deposits. You agree that First United Bank & Trust and Stable are not required to notify you of a change in those rules, except to the extent required by applicable law.

Disputes: EXCEPT TO THE EXTENT OTHERWISE PROVIDED BY APPLICABLE LAW, ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS WILL BE GOVERNED BY THE TERMS OF THE AGREEMENT THAT GOVERN THE DEPOSIT ACCOUNT AT FIRST UNITED BANK & TRUST THAT IS LINKED TO THE PROGRAM, INCLUDING THE DISPUTE RESOLUTION TERMS, ARBITRATION TERMS, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTE RESOLUTIONS, IF ANY.

Interpretative Provisions: The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of these Terms and Conditions as if set forth in full herein. Any singular term in these Terms and Conditions shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in these Terms and Conditions, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. References to any document provided by First United Bank & Trust to you or to any agreement or contract are to that document, agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof or thereof. In any construction of the terms of these Terms and Conditions, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

FIRST UNITED BANK & TRUST

EXHIBIT A

The Demand Deposit MarketplaceSM Program

Customer Authorization and Agency Appointment Form

By signing this Demand Deposit MarketplaceSM program (the "Program") authorization and agency appointment form, you ("Customer"): (i) agree to the authorizations and agency appointment set forth below, and (ii) acknowledge receipt of, and agree to, the Program Terms and Conditions, which are expressly incorporated herein.

Name of Customer **Tax Identification Number**

Street Address **City/State/Zip Code**

Telephone **Fax** **E-mail Address**

Designated Bank Demand Deposit Account Number: _____

Designated Bank Account Target Balance: _____

1. **Agency Relationship.** Consistent with the Program Terms and Conditions, Customer hereby enrolls in the Program and appoints First United Bank & Trust as its agent to open and maintain one or more Program accounts at one or more Program banks, other than First United Bank & Trust. Such Program accounts shall be held in the name of First United Bank & Trust's agent and owned beneficially by Customer and other designated Program customers. Customer directs First United Bank & Trust, as its agent, to effect deposits to and withdrawals from such Program accounts pursuant to the Program Terms and Conditions.

2. **Sweep Authorization.** Consistent with the Program Terms and Conditions, Customer authorizes First United Bank & Trust to maintain the target balance set forth above in the above designated bank account on a daily basis by either (1) sweeping all deposited cash in excess of the target balance into the Program or, (2) to the extent necessary to increase the balance in the designated demand deposit bank account to the target balance, by providing for the transfer of Customer's funds held in the Program accounts at Program banks to the designated demand deposit bank account. Customer acknowledges and agrees that all transfers are subject to available funds.

Unless terminated by First United Bank & Trust, the Customer authorization and agency appointment set forth above shall remain in effect until First United Bank & Trust receives Customer's written notice of termination and First United Bank & Trust has been afforded a reasonable opportunity to act on such written notice.

DO NOT SIGN BELOW UNLESS YOU HAVE READ AND UNDERSTAND THE PROGRAM TERMS AND CONDITIONS.

Customer Name: _____

Customer Signature: _____ **Date:** ___/___/___



FIRST UNITED BANK & TRUST

EXHIBIT B

**The Demand Deposit MarketplaceSM Program
Banks to Exclude from Placement of Your Funds**

Banks to Exclude from Placement. (If additional space is required, please attach a separate sheet.)
There is no need to exclude institutions that currently hold your funds through the DDMSM Program.
These institutions will automatically be excluded from future placements.

Bank Name	FDIC Certificate Number	City and State

Customer Name: _____

Customer Signature: _____ Date: ____/____/____