

Deposit Anytime Agreement

This Deposit Anytime Agreement (“Agreement”) is entered into by and between First United Bank & Trust (“Bank”) and the customer designated on one or more fully executed Authorization Applications (“Customer”). If more than one Customer signs an Authorization Application, “Customer” refers to and means each Customer, jointly and severally.

The terms of the executed Authorization Application (“Application”) that appears as Addendum A to this Agreement and Addendum B for multiple Customers, together with the terms of Bank’s current Deposit Account Agreement, are incorporated into the terms of this Agreement. This Agreement is dated for reference purposes as of the date shown in the Application (“Effective Date”). Bank and Customer agree as follows:

1. **Deposit Anytime.** The “Deposit Anytime” service permits Customer to submit electronic check images and associated information (“Check Images”) to Bank for deposit to the deposit account(s) shown on the Application in lieu of certain original checks (“Original Checks”). Customer acknowledges that, in providing Deposit Anytime, Bank may utilize and rely upon one or more Third Party Service Provider(s) (“TPSP”) to provide file acknowledgement, file transmission, database storage, database access, data communications and other services to Bank. For the purpose of this Agreement, every day is a “Banking Day” except Saturdays, Sundays and federal holidays. Deposit Anytime includes the Software described in Paragraph 4 and the Scanner described in Paragraph 5.

Customer may submit Check Image deposits to Bank or Bank’s TPSP only with respect to Original Checks that are acceptable for deposit into Customer’s accounts and as further described in this Agreement. Check Image deposits are subject to all provisions of the account agreements between Customer and Bank that apply to check deposits.

The total amount of Check Images Bank will accept on any 1 day cannot exceed the monetary amount specified by Bank from time to time. Notwithstanding the foregoing, Bank may choose in its sole discretion to process Check Images that exceed this limit.

2. **Term.** The “Initial Term” of this Agreement will commence on the Effective Date. The term is identified as month-to-month, with either party notifying the other at least 30 days prior to the desired cancellation notice for the cancellation to be processed accordingly.
3. **Charges; Taxes.** Customer agrees to pay to Bank promptly the fees specified in Treasury Management Fee Schedule. In addition, Customer agrees to pay all sales, use or other taxes applicable to Deposit Anytime, excluding taxes based upon Bank’s net income. Customer authorizes Bank to debit these fees and taxes from any Customer account with Bank.
4. **Software.** As allowed by its license agreement from its TPSP, Bank grants to Customer a limited, non-exclusive, and non-assignable sub-license to install and use Deposit Anytime software together with documentation relating thereto (the “Software”) on each Scanner (as defined in Paragraph 5). Customer will install the Software on hardware. The Software includes all printed or tangible materials delivered by Bank to Customer and all error corrections and new releases that are provided by Bank but does not include source code.

The Software may be used solely in connection with Deposit Anytime and may not be used by Customer for any other reason. The Software only may be used for transmission of Check Images to Bank. Customer may not grant any sublicenses. Customer agrees that it will not reverse assemble, reverse compile, or reverse engineer the Software in whole or in part and that it will not modify or alter the Software.

The Software does not include third party operating systems and applications that will be required to use the Software. Customer is solely responsible for such third-party software. Customer acknowledges that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. Customer agrees to take commercially reasonable precautions to protect the confidentiality of proprietary information regarding the Software and its internal operation.

Customer will:

- a. not print, copy, modify, transfer, sell, reverse engineer, reverse compile, encumber or duplicate any portion of the Software, except for a reasonable number of copies for backup purposes,
 - b. not alter any copyright notices on the Software,
 - c. not make the Software available in any form to anyone except Customer's employees and agents for purposes specifically related to Customer's authorized use, and
 - d. take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this section. Customer will ensure that any materials relating to the Software have been erased or otherwise destroyed prior to disposing of any media.
5. Equipment. Customer will install scanner equipment ("Scanner") at premises so that Customer may transmit Check Images to Bank. Customer may use the Scanner solely to transmit electronic check images to Bank and may not use the Scanner for any other purpose. If installation assistance is needed, the Bank's core processor may require remote access to Customer's computer for equipment installation. The Bank cannot be held liable in any way whatsoever for this remote access.

At Customer's sole expense, Customer must acquire all other equipment, including, but not limited to, USB ports, computer software and telecommunication services necessary for Deposit Anytime, furnish necessary electrical connections to the Scanner, supply necessary electrical current for the operation of the Scanner and provide access to telephone outlets required for the Scanner. Customer is responsible for all monthly telephone service charges regarding the Scanner. Customer will arrange with established telecommunication companies for the transmission of data between Customer and Bank, and Bank will have no responsibility whatsoever with respect to such companies or their services.

If scanner cost was shared by Bank and Customer, Customer may keep scanner after termination of contract. If Customer received scanner at no cost to the customer, customer must return the Scanner to Bank in substantially the same condition as when received, normal wear and tear excepted, within 30 days after the termination of this Agreement. Bank may enter upon Customer's premises to take possession of the Equipment and remove it. If Customer does not return the Scanner to Bank within 30 days after the termination of this Agreement, Customer will pay Bank immediately an amount equal to the then cost of an equivalent scanner as determined by Bank.

6. Scanner Maintenance. Manufacturer's warranty governs repair and replacement of Scanner. During the Term, Bank will respond to any notice of malfunction in 2two Banking Days of Bank's receipt of such notice. Such response will be made by a qualified and knowledgeable Bank service person who will try to help remedy any malfunctions. If this is not possible, the Customer must revert to the warranty of the Scanner.
7. Check Image Submission. Customer will submit Check Images to Bank in such format, with such information, as Bank may require from time to time. Without limiting the foregoing,
- a. Check Images only may be submitted for Original Checks drawn on financial institutions located in the United States and payable to Customer. Exception items must be deposited in person at a branch location.

- b. A Check Image only may be submitted once for each Original Check.
 - c. Check Images may not be submitted for Original Checks drawn by Customer or Customer's affiliates, for "substitute checks" as defined by federal law, for money orders, for savings bonds, or for any "remotely created check" as defined in Federal Reserve's Regulation CC (i.e., a check that is not created by the paying bank and does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.)
 - d. Before transmitting a Check Image to Bank, Customer will (i) inspect the Check Image, (ii) compare the Original Check with the Check Image, (iii) verify that the Check Image clearly and accurately displays the payee, the drawer's signature, the date, the Original Check number, the amount, the MICR encoded information and all other information on the Original Check, and (iv) correct any errors.
 - e. If there is more than one Customer, each Customer shall deposit Check Images of Original Checks payable to that Customer only in the deposit account(s) owned by that Customer.
8. Acceptance, Rejection and Correction. Check Images received by Bank prior to 7PM (EST or EDT as applicable) on a Banking Day are posted to Customer's account the same day. Check Images received by Bank on a Banking Day after 7PM are posted to Customer's account on the next Banking Day.

A Check Image is deemed to have been received by Bank for deposit to Customer's Account when Bank receives the Check Image and changes the status of the data concerning the Check Image in the Service to "Submitted." Availability of deposits is based on Bank's normal availability schedule in effect from time to time.

In Bank's sole discretion, Bank may reject any Check Image. Bank may correct the amount of any deposit by debiting or crediting Customer's deposit account(s) within a reasonable time after discovery of an error. Customer will cooperate with Bank to investigate unusual transactions or poorquality transmissions.

9. Handling Original Checks after Imaging. After the Check Image is submitted to Bank, Customer will mark the front side of each Original Check "Imaged and Processed." Customer will retain each Original Check in a secure location not less than 30 nor more than 60 days after Customer has transmitted the associated Check Image to Bank (and for any longer period of time during which any dispute concerning such Original Check may exist).

Upon Bank's request at any time or from time to time, Customer will deliver to Bank within one day all Original Checks in Customer's possession. Customer understands that Customer will be responsible if any person receives presentment or return of, or otherwise is charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make a payment based on an Original Check that it already has paid. To reduce the risk of a second presentment, Customer will use a commercially reasonable method approved by Bank to destroy Original Checks promptly after Customer's retention period has expired.

Customer acknowledges that the Check Image thereafter will be the sole evidence of the Original Check. Customer acknowledges that if Check Images are dishonored and returned unpaid for any reason, Bank may charge back the Check Image to Customer's accounts. Customer will notify Bank immediately by telephone, email, mail, or another method of secure communication with confirmation if Customer learns of any loss or theft of Original Checks.

10. Service Availability. Generally, Customer may submit Check Images through Deposit Anytime 24 hours a day, 7 days a week. Access to Deposit Anytime may be suspended on a regular basis for maintenance.

11. Customer's Representations, Warranties and Covenants. With respect to each Check Image, Customer represents, warrants, and agrees that:
- a. The Check Image accurately represents all of the information on the front and back of the Original Check as of the time the Check Image is submitted to Bank and all of this information is legible on the Check Image.
 - b. The person on whose account the Original Check to which the Check Image relates is drawn authorized the issuance of the Original Check in the amount stated on the Original Check and to the payee stated on the Original Check.
 - c. No person will receive presentment or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make a payment based on a check that it already has paid; and
 - d. Customer makes to Bank all representations and warranties that Bank makes or is deemed to make to any party pursuant to law, regulation, or clearinghouse rule, including, without limitation, all warranties as defined in the Check Clearing for the 21 Century Act made by the Reconverting and Truncating Bank.
12. Privacy and Security. Customer will implement appropriate document management procedures to ensure the safety and integrity of deposited items from the time of receipt until the time of destruction of the Original Checks. Customer will take reasonable measures to safeguard Customer's computer systems. Customer is responsible for keeping all users' names and passwords secret and confidential, and for any communications or transactions that are made using Customer's usernames and passwords and any other obligation that may result from such use. Customer is responsible for requesting a new username and password if Customer believes that any of Customer's usernames or passwords have been stolen or might be misused.

Any security procedures required in connection with Deposit Anytime are strictly confidential and will be disclosed only to those employees and agents of the parties who are required to know them. Customer will report any breach of confidentiality promptly to Bank.

Customer will limit access to the Scanner Equipment and the Original Checks to Customer's employees involved in the submission of Check Images to Bank. Customer will ensure that none of these employees is a national of a designated blocked country or "Specially Designated National," "Blocked Entity," "Specially Designated Terrorist," "Specially Designated Narcotics Trafficker," or "Foreign Terrorist Organization" as defined by the United States Office of Foreign Assets Control.

Customer will adhere to all privacy and data protection laws and regulations applicable to Customer and/or Bank with respect to gathering, processing, storing, using, and disposing of non-public personal information of consumers ("Information"). Customer's information security program shall be designed to and implemented to ensure the security and confidentiality of Information, protect against any anticipated threats or hazards to the security or integrity of information, protect against unauthorized access to or use of Information that could result in substantial harm or inconvenience to any customer, and ensure the proper disposal of Information. Customer shall take appropriate actions to address incidents of unauthorized access to Information maintained by Customer, including notifying Bank as soon as possible of any such incident and fully informing Bank of the details of any such incident. Customer will perform an annual network security assessment and/or review with Bank.

If more than one Customer will use Deposit Anytime, each Customer acknowledges and agrees that all information concerning each Customer may be shared with all other Customers.

If warranted in Bank's reasonable judgment, Bank may monitor Customer, and Customer agrees to cooperate with Bank to permit such monitoring, to confirm that Customer has satisfied its obligations under this Paragraph 12.

13. **Bank's Liabilities.** Bank's duties and responsibilities are limited to those described in this Agreement. Bank is not liable for any act or omission of anyone else, including Customer. Bank will not be liable to Customer for any loss, damage or expense of any kind or nature caused, directly or indirectly, by the Software or the Scanner, or the installation, possession or maintenance thereof, or the repair, service or adjustment thereof, or by any interruption of service, lack of access to Deposit Anytime or inability to transmit or receive Check Images, or loss of use of service or for any loss of business, howsoever caused.

DEPOSIT ANYTIME, INCLUDING, BUT NOT LIMITED TO, THE SOFTWARE AND THE SCANNER, IS PROVIDED "AS IS". EXCEPT FOR THOSE WARRANTIES SET FORTH IN THIS AGREEMENT, THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE, AND NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING DEPOSIT ANYTIME, THE SOFTWARE OR THE SCANNER. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE INFORMATION CONTAINED IN THE SOFTWARE OR AGAINST INFRINGEMENT. THERE IS NO WARRANTY THAT THE OPERATION OF THE SOFTWARE AND/OR SCANNER AND/OR DEPOSIT ANYTIME SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL THE DEFICIENCIES OR ERRORS WILL BE CORRECTED. CUSTOMER ASSUMES ALL RISKS OF THE USE, RESULTS AND PERFORMANCE OF DEPOSIT ANYTIME AND THE SOFTWARE. IF THERE IS MORE THAN ONE CUSTOMER, EACH CUSTOMER ASSUMES ALL RISKS INVOLVED IN THE JOINT USE OF DEPOSIT ANYTIME AND ALL LIABILITY, RESPONSIBILITY, AND RISK OF LOSS IN CONNECTION WITH INDICATING THE APPROPRIATE DEPOSIT ACCOUNT IN WHICH TO DEPOSIT THE CHECK IMAGES. IN NO EVENT SHALL ANY TPSP OR BANK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF DATA OR INTERRUPTION OR CORRUPTION OF DATA, EVEN IF BANK OR A TPSP WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BANK WILL NOT BE LIABLE FOR DIRECT DAMAGES EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. ANY LIABILITY BANK MAY HAVE (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE AMOUNT CUSTOMER PAID BANK UNDER THIS AGREEMENT FOR THE 30 CALENDAR DAYS PRIOR TO THE TIME BANK INCURRED THE LIABILITY.

All TPSP's disclaim all liability for the quality and readability of all images transmitted using the Software, and Customer shall hold each TPSP harmless from and against all such liability.

14. **Indemnity.** Customer will indemnify Bank against and hold it harmless from all claims, demands, losses, liabilities, or expenses (including attorney's fees and expenses) resulting from or arising out of (a) this Agreement or Deposit Anytime, (b) any breach of any of the representations, warranties or agreements made by

Customer in this Agreement, (c) the improper operation, mechanical failure, or failure to properly service or maintain any personal computer(s) by Customer in connection with Deposit Anytime, or (d) any misconduct or negligence of Customer's officers, employees, or agents in performing any of Customer's duties or functions hereunder.

15. **Force Majeure.** Except for Customer's obligations to pay Bank hereunder, neither party will be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including, but not limited to, restrictions of law, regulations, orders or other governmental directives, labor disputes, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiberoptic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, storms or other similar events.

16. **Compliance with Law.** Customer will comply with all laws, rules and regulations that apply to banking transactions, including the rules of the National Automated Clearing House for ACH transactions.

17. Amendment. If your application is approved, you understand that your use of Deposit Anytime services is your acceptance of any amendments to our Agreements, without additional notice from the Bank.
18. Termination. Bank may terminate this Agreement at any time by giving Customer prior notice of termination. Bank may immediately terminate this Agreement for cause at any time without notice upon the occurrence of any of the following events: Customer's violation or breach of or default in the performance or observance of any term, agreement, representation, or warranty.
19. Governing Law. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Maryland.
20. Notices. Any notice required or permitted under this Agreement must be written and either hand delivered, mailed by certified mail, or delivered electronically, to the addresses of the parties at the end of this Agreement. Either party may change the address to which notice is to be delivered to it under this Agreement by giving notice to that effect to the other party in the manner provided in this Section.
21. Complete Agreement. The parties agree that this Agreement and any deposit account agreements between the parties constitute the complete and exclusive expression of the terms of the agreement between the parties, and supersede all other proposals, whether oral or written, understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this Agreement. The parties agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealing between the parties or by any prior performance between the parties pursuant to this Agreement or otherwise.
22. Communications. Periodically, First United Bank & Trust ("Bank") will communicate electronically through the Deposit Anytime Software referenced in Paragraph 4, email, mail, or other means necessary to provide notices or provide access to documents for completion.
23. Annual Review. Annually the Bank completes an audit of Deposit Anytime customers, account history, relationship history and you, "the customer's" business practices. Each year First United Bank & Trust ("Bank") will distribute Deposit Anytime Assessment to be completed for Annual Review by customer. This is to be completed by authorized user, owner, or employee listed on Resolution, Agreement, or Application. Once Deposit Anytime Assessment is provided to customer via Software referenced in Paragraph 4, email, mail or other means the customer will need to complete and return Assessment by date provided. If customer does not return completed Assessment after original period, another form of communication will be attempted. If customer does not return Assessment, customer may be subject to an On-Site visit, or Deposit Anytime cancellation or suspension of service if Assessment is not completed by date provided to customer and other attempts have been made with no success.
24. Miscellaneous. Customer agrees from time to time, upon Bank's request, to provide Bank with current financial statements showing Customer's financial condition, assets, liabilities and stockholder's equity and Customer's current income and surplus and such other information regarding Customer's financial condition as Bank may reasonably request. Customer authorizes Bank to procure such credit reports and other financial information as Bank may desire from time to time during the term of this Agreement.

If there are more than one Customer, the obligations of each hereunder are joint and several contained herein; Customer's default in the payment of any sum Customer owes to Bank; misrepresentation given or made by Customer to Bank in connection herewith; the seizure, attachment, garnishment or encumbrance by court order or legal process of any portion of Customer's accounts, assets or properties; an adverse change in Customer's financial condition or credit standing; Customer's business failure, insolvency or bankruptcy; or Customer's

default under any other agreement between Bank and Customer or under any note evidencing indebtedness Customer owes Bank.

If Bank terminates this Agreement for cause before the end of the Term, Customer shall pay Bank an amount equal to all monthly service fees for the remainder of the Term. Customer may terminate this Agreement upon prior notice to Bank and payment to Bank of an amount equal to all monthly service fees for the remainder of the Term. All warranties, representations and covenant Customer makes, and all obligations Customer incurs before termination survive termination.