

Hamilton Bank Business Online Banking Agreement

We provide electronic banking services that permit businesses to perform many finance-related functions through the use of their personal computer or mobile device and Internet service provider software. As used in this Agreement, the words “we,” “our,” and “us” mean Hamilton Bank. “You” and “your” refer to each and all of the Customer(s) signing below and all holders and authorized users of any deposit account or loan account that may be accessed through our electronic banking services. Each of you agrees to be jointly and severally liable to us for liabilities of any and all of you under this Agreement. **When you sign below and/or enroll in a Service and/or use any of the Services, or authorize others to use them, you agree to all of the terms and conditions of this Agreement.**

I. Definitions. Throughout this Online Banking Agreement, the following words have the meanings indicated below.

“**Access Code(s)**” means the user identification, password, personal security code, or other authentication device, whether one or more than one, that you choose or is assigned to you by and that may change from time to time that allows you to access one or more Services.

“**Account(s)**” means your Hamilton Bank 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 this Hamilton Bank Business Online Banking Agreement, addenda specifically incorporated into the Agreement, our deposit account disclosures and agreement, our *Schedule of Account Fees*, and the instructions and other material concerning the Services provided to you by the Electronic Banking System.

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

“**Electronic Banking System**” means the components that permit you to use the various Services, including telephone lines and equipment, your personal computers, mobile phones and other mobile devices (“**Mobile Devices**” and collectively with your personal computers and other devices, “**Devices**”), computer systems, Internet access and web sites, bill payment center and the automated clearinghouse system.

“**Service(s)**” means all of the services described in this Agreement.

“**Rules**” means the Automated Clearing House network Rules. You may obtain the Rules at <http://www.achrulesonline.org/> by enrolling for read-only access as a “Basic User.”

“**Transaction(s)**” means all transactions, including, but not limited to, Transfers, that you may initiate or perform through the Services.

“**Transfer(s)**” means all electronic funds transfers, including deposits and withdrawals, you initiate or perform through the Services.

II. Services. By enrolling in basic online banking you may:

- Transfer funds between your Accounts and some of your Hamilton Bank loans
- View current balance information and history of your Accounts and some of your Hamilton Bank loans
- View cancelled check images
- Export Account information and information about some Hamilton Bank loans into compatible financial management software
- Receive alerts on selected Account events
- Stop payments on your checks
- Perform self-service account maintenance, such as re-ordering checks, changing address and phone, and changing some of your Access Codes
- Communicate with us using secure online Bank Mail messages

After you enroll in basic online banking, you may separately enroll to use Bill Pay Services. Some of the Services may not be available for all Accounts.

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 has received our Business Online Banking Disclosures and those accounts will be governed by this Agreement, as modified by the Business Online Banking Disclosures. The Business Online Banking 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 Business Online Banking 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 User ID and Password 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 Business Online Banking Application or this Agreement, 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. 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. 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.

III. Terms & Conditions that Apply to all Services

The terms and conditions in this *Section III* apply to all of our Services. This Agreement supersedes all prior oral or written agreements, understandings 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 the 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 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.*

A. Service Availability. Generally, you can use the Services 24 hours a day, 7 days a week. It may be necessary to suspend access to the Services to perform maintenance tasks. We try to schedule maintenance during non-business hours, like weekends or at night.

B. Equipment, Software, Internet Access and Technical Requirements. To use the Services, you must have and pay all fees you incur for the telephonic and other electronic equipment and software necessary to access the Services, such as a Device or Devices and Internet access. Standard messaging charges apply to all Mobile Devices. We are not responsible for any damage to your Devices resulting from the Services. You will continue to be subject to your existing agreements with unaffiliated service providers of any component of the Electronic Banking System, including, but not limited to, your Mobile Device service carrier or provider, and this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions that might

impact your use of the Services (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Services, including, but not limited to, while receiving text messages), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your unaffiliated carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any component of the Electronic Banking System that you utilize to access the Services.

C. Security. You agree to comply with all reasonable instructions or recommendations we may issue to you regarding Service security. You agree to review and follow any separate instructions/guides that we provide to you concerning security best practices. You agree to set up, maintain and regularly review your security arrangements concerning access to, and use of, the Services and information stored on your computing and communications systems, and your control of the Access Code to ensure that your computing and communications systems and the Access Code are protected against intrusion according to best industry practice.

You understand the importance of your role in preventing misuse of your Account and you agree to protect the confidentiality of your Account, Account number, and Access Code. You understand that identification information by itself or together with information related to your Account or loans may allow unauthorized access to your Account and loans. Emails sent via the Services are not encrypted. Requests for personal information, such as your Account number, should only be sent to us through your Services Mailbox.

You are solely responsible for the security of your Access Code and your computers and other devices you use to access the Services. You agree to make sure that any 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. You are strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions and network infections. You agree that such measures will include, but not be limited to, security technology that provides a minimum level of security equivalent to 128-bit RC4 encryption technology for the transmission of Transactions over the Internet. We are not responsible for any Trojan Horses, spyware, or electronic virus or viruses that you may encounter or that infect your computing system. You agree to scan your Device and other electronic media using a reliable virus product to detect and remove any Trojan Horses, spyware, or viruses routinely according to best current industry practice. During the term of this Agreement, you agree to maintain insurance to adequately cover the risk of unauthorized access to your computer systems and other Devices.

You 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. We cannot and do not warrant data transfers utilizing the open Internet. You assume all risks relating to the foregoing.

To gain access to the Services, you will need one or more Access Codes, including a User ID and Password. Some of our Services may allow you to set Transaction limitations and establish internal controls, all of which are additional security procedures. Your failure to set such limitations and implement such controls or your failure to take advantage of all Access Codes and other security procedures we offer increases your exposure to, and responsibility for, unauthorized Transactions. You acknowledge that we have offered, and you have refused, any security procedure that you choose not to use and that you agree to be bound by any Transaction instruction, whether or not authorized by you, which is issued in your name and accepted by us in compliance with the security procedures you have chosen.

All Transactions made with your Access Code are conclusively presumed to have been authorized by you. You, jointly and severally, agree to be bound by and assume full liability and responsibility for any Transaction instruction for any Account or loan we receive through the Services, even if the Transaction instruction is not authorized by you, if your Access Code was used to gain access to the Services and the Transaction is otherwise processed by us in accordance with our security procedures.

You agree that each security procedure described in this *Section* is a commercially reasonable security procedure (based on the normal size, type, and frequency of your Transactions) designed to authenticate your Transactions and not designed to detect errors in your Transaction instructions.

You agree that you will not disclose, and will prevent the disclosure of, your Access Code. If the confidentiality of an Access Code is compromised, you shall notify us immediately. You assume sole responsibility for maintaining the Access Code. 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 further 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 the consequences of such reliance.

You agree that you will monitor the Account(s) and loan accounts that may be accessed by the Services each day. 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 our Deposit Operations Department immediately between the hours of Monday – Friday 8:00am – 5:00pm at (410) 823-4510 and then follow up with written notice as described in *Section III(H)*.

D. Information Processing and Reporting. The Services require us to receive, process and report information involving your Accounts and loan accounts. 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.

You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents.

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

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.

E. Charging Your Account; Available Balances. You authorize us to charge the Account you designate for each Transaction you request and you agree to have sufficient available funds in the Account for this purpose. If any Transaction you request exceeds the balance of available funds in the Account either at the time you request the Transaction or at any later time that your Account is scheduled to be debited, we need not make such Transaction and shall incur no liability to you for such inaction. If we, in our discretion, elect to make such Transaction, then an overdraft shall be created. The amount of the overdraft, and any related fees, costs and expenses, shall be due and payable by you immediately, without the need for demand by us and we may debit any other account you have with us for this amount. You will be charged a fee for the overdraft as provided in the *Schedule of Account Fees*.

F. Transactions and Transfers. Federal Reserve Board Regulation D limits the number of electronic transfers or withdrawals that may be made from a savings or money market Account to other Accounts to 6 per month. Transfers and withdrawals made through the Services count toward this total. Certain Services may have additional limitations. For security reasons, there may be other limits on the number or dollar amount of Transactions you may make. All transfers into your Account will be “provisionally credited” (made available for withdrawal pending system posting) to your Account upon completion of your session.

G. Limitation of Our Liability. 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, other companies and persons signing the Business Online Banking Application, 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.** 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.

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

- If, through no fault of ours, you do not have enough money (available funds) in your Account or loan account to make the Transaction.
- If the Transaction would go over the credit limit on your overdraft line (if applicable).
- If the Electronic Banking System is not working properly.
- If circumstances beyond our control (such as fire or flood) prevent the Transaction, despite reasonable precautions that we have taken.
- If you have not properly followed instructions for operation of the Electronic Banking System.
- 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.
- If the Transaction would exceed one of the established limits contained in the Agreement.
- If the Account is dormant.
- If your own components making up the Electronic Banking System were not functioning properly.
- If you did not provide us with correct names or account information for those persons or entities to whom you wish to direct payment.
- If we have received incomplete or inaccurate information from you or a third party involving the Account or loan account or Transaction.
- 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.
- 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.

H. 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:

Hamilton Bank Operations Manager, 501 Fairmont Avenue, Suite 200
Towson, Maryland 21286

Your notices will be effective when we receive them and have a reasonable opportunity to act on them.

At our discretion, we may give you notice of changes in terms by mail or by e-mail or by revising this Agreement and posting it on the Services’ website. Any notice that we mail is considered given 48 hours after we place it in the mail, postage paid, for delivery to your address as shown on our records. Any notice delivered electronically is considered given 24 hours after it is first made available through the Services. Any notice of changes in terms given by posting a revised version of this Agreement on the Services’ website is considered given at the time it is posted. If a specific notice period or type of notice is required by applicable law, the notice will be binding in accordance with such law.

I. 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) your failure to operate properly, service, maintain or safeguard your Devices, (e) the mechanical failure of your Devices, (f) 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, (g) making (or reversing) any Transaction to the account of any person or entity in accordance with your instructions, (h) your failure to notify us in an accurate and timely manner of authorizations or withdrawal of such authorizations, instructions or other information required from time to time, (i) the crediting or debiting of the amount of any Transaction to the account of any person or entity in accordance with your instructions, (j) any claim that we are responsible for any of the foregoing, (k) 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 (l) 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.

J. Changes in Terms; New Services. We may incorporate new options into these Services. By using a new option, you agree to be bound by the rules concerning that option. We may amend or modify this Agreement, including modifying or adding fees, at any time without prior notice, unless required by applicable law. Unless applicable law requires otherwise, all amendments will be binding upon you immediately after we give you notice of the amendments, as described in *Section III(H)*, unless a delayed effective date is expressly stated in the notice. Any use of the Services after notice of amendment will constitute evidence of your agreement to the changes.

K. Termination. At any time and for any or no reason we may terminate your right to make Transactions or cancel this Agreement. We may give notice of termination or cancellation, but we are not obligated to do so. Your Access Codes may not be used after we terminate this Agreement, or after your Accounts are closed. You may terminate or cancel your right to use any Service by giving us at least 4 Business Days' advance notice. Termination by one Account owner terminates the Services for all Account owners. Termination will not affect any liability incurred by you prior to termination.

L. Fees. Service fees are disclosed in our *Schedule of Account Fees*. Other fees may apply to your Account. We may change the fees (see *Section III(J)*). 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). You authorize us to debit all fees and other amounts due from your Account identified on your Business Online Banking Application and you acknowledge that we may process these debits as Automated Clearing House ("ACH") entries. 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. ACH entries are subject to and you agree to be bound by the Rules. You may revoke your authorization allowing us to process ACH entries under this *Section III(L)* by giving us written notice to the address below (see *Section III(H)*); provided that we must be afforded a reasonable opportunity to act on such notice prior to the date of any scheduled debit.

M. Use of E-Mail, Text and Other Electronic Communications. You agree that we may provide this Agreement and amendments and other communications regarding Transfers in a format that allows visual text to be displayed on your personal computer or other electronic equipment. We may send you communications relating to the Services by SMS/text, email and other methods. You agree to notify us immediately of any change in your Mobile Device phone number or your email address. You may change your Mobile Device phone number and email address while logged into online banking, by visiting your local branch, or by mail to Hamilton Bank, Operations Manager, 501 Fairmont Avenue, Suite 200 Towson Maryland 21286.

N. Collection Expenses. 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 we may set off against any amount we owe to you to obtain payment of any amount you owe us under this Agreement. You agree to cooperate with us in our loss recovery efforts. If you bring a legal action against us in connection with the Services, the losing party shall pay the prevailing party's reasonable attorney fees and costs, including fees on any appeal.

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

P. 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.

Q. 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.

R. Use of Eastern Time. In this Agreement, all references to specific times are deemed to be Eastern Time, Standard or Daylight Savings, as applicable.

S. Financial Information and Audit. 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. You agree that we may audit your compliance with this Agreement and the Rules.

T. Transfer Notification. You agree that we will not notify you of any transfer, except in any periodic statements we provide to you. If periodic statements are not provided, you agree that we are not obligated to provide you with notice of transfers. On receipt of any periodic statement, you agree to review it and promptly report to us no later than 30 days after the date that you received the statement, any discrepancies, errors or unauthorized transactions.

U. User Conduct. You agree not to use any Service or the content or information delivered through any Service in any way that would (1) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in any software; (2) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of a Service to impersonate another person or entity; (3) violate any law, statute, ordinance or regulation; (4) be false, misleading or inaccurate; (5) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (6) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (7) potentially be perceived as illegal, offensive or objectionable; (8) interfere with or disrupt computer networks connected to a Service; (9) interfere with or disrupt the use of a Service by any other user; or (10) use a Service in such a manner as to gain unauthorized entry or access to the computer system of others.

IV. Terms of Particular Services

A. Transfer Services. The *Transfer Services* permit you to transfer funds between your Accounts and between your Accounts and Hamilton Bank loans. The terms in this *Section IV(A)* apply only to Transfer Services. If there is a conflict between this Section and the rest of this Agreement, this Section controls.

1. Processing. Transfers can be made on a one-time or recurring basis. One-time Transfers may be immediate or scheduled for a future date. The recurring Transfer feature may be used when a set amount is transferred at regular intervals. Transfers from an Account are deducted immediately from the Account's available balance. You may request to transfer funds to and from certain Hamilton Bank account(s), including transfers from your loan and line of credit accounts to your deposit accounts (advances) and transfers from your deposit accounts to your loan and line of credit accounts (payments). Transfers completed after nightly processing or anytime on Saturday, Sunday or any bank holiday will be posted on the next business day, providing funds are available. Payments will be applied as specified in your loan/line of credit documents, generally first to interest that is due, then to principal and finally to any charges owed. Any additional amounts paid will be applied to principal and MAY advance to the next scheduled due date. Partial prepayments will not excuse any later scheduled payments until paid in full. If you have questions about how your loan/line of credit payment will be applied or to obtain any final payment amount, please contact us at (410) 823-4510.

2. Scheduled and Recurring Transfers. Transfers scheduled for a weekend or a non-Business Day will be processed immediately. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the Business Day requested. Future-dated and recurring transfers may be canceled prior to 3:00 P.M. on the Business Day before the date the transfer is scheduled to be made. All cancellations must be submitted within the Services.

3. Restrictions and Transfer Limits. Transfers and withdrawals may not be made from Certificate and IRA deposit Accounts. We reserve the right to deny Transfers between certain types of Accounts under certain circumstances. Transfers are limited to the available balance of the Account or available credit of the Hamilton Bank loan.

B. Stop Payment. You may request us through the Services to stop payment on a check written by you. Stop Payment requests will only be accepted if the check(s) remains unpaid at the time of the request. For a stop payment order to be effective, we must receive the order at a reasonable time before we receive the item to which it relates. We will not be responsible or liable if an item is paid before a request can be processed. You are

responsible for verifying the status of items prior to requesting a stop payment order, including reviewing all Account information received or made available through the current posting date in order to determine whether the item was already paid or presented for payment. Your Stop Payment request will expire 6 months from the date processed, unless it is cancelled or renewed in writing by you. A Stop Payment request becomes effective as described in your checking account agreement with us.

C. Alerts. The *Alert Feature* enables you to receive Alerts you select concerning your Accounts via email to your selected Device. Standard messaging charges, which are your obligation, will apply to emails that appear as text messages on your Mobile Device. Alerts are informational and should not be relied upon to maintain and balance your Account. You are fully responsible for maintaining an accurate and up-to-date accounting of your Accounts. Data transferred via the Alert Service is not encrypted and potentially can be monitored and read by others. Alerts will be accessible to anyone who has access to your selected Device. **We do not and cannot warrant that Alerts are accurate, that the Alert system will operate without error, or that the Alert Feature will be available at all times.**

IN WITNESS WHEREOF, the Customer(s) and Hamilton Bank have duly executed this Agreement intending to be bound under seal.

CUSTOMER(S):

By: _____ (SEAL)

Date: _____

HAMILTON BANK

By: _____ (SEAL)

[Signatures to Business Online Banking Agreement continued]

Customers:

(Business Name)

By: _____ (SEAL)

Date: _____

(Business Name)

By: _____ (SEAL)

Date: _____

(Business Name)

By: _____ (SEAL)

Date: _____

By Signing below, the Personal Account Owners also acknowledge receipt of the Business Online Banking Disclosures.

(Personal Account Owner)

Date: _____

(Personal Account Owner)

Date: _____

Hamilton Bank Business Online Banking Disclosures

These Business Online Banking Disclosures apply ONLY to personal deposit accounts established primarily for personal, family or household purposes with Hamilton Bank that are accessible through Business Online Banking Services, which are called "Personal Account(s)" in these Disclosures. These Disclosures do not apply to any other types of accounts. The terms "you" and "your" refer to all holders and authorized users of any Personal Account that may be accessed through the Services. The terms "we," "us," "our," and "Bank" refer to . The term "Account" includes the deposit accounts that have combined access to the Services, including deposit accounts with different owners. Other capitalized terms that are not defined in these Disclosures have the same meaning given the terms in the Business Online Banking Agreement. These Disclosures control to the extent of any conflict with the terms of the Business Online Banking Agreement. Please read these Disclosures carefully because they tell you your rights and obligations for the transactions listed. You should keep these Disclosures for future reference.

Personal Account Access. Through basic online banking you may transfer funds between Personal Accounts and other Accounts with combined access and some loans. If you enroll to use Bill Pay Services, you may pay bills directly from your Personal Accounts.

Business Days: Monday through Saturday excluding Federal Holidays.

Limitations on Transactions and Transfers. Federal Reserve Board Regulation D limits the number of electronic transfers or withdrawals that may be made from a savings or money market Personal Account to 6 per month. Transfers made through the Services count toward this total. For security reasons, there may be other limits on the number or dollar amount of Transactions you may make.

Fees. The Fees for the Services are set out on the *Schedule of Account Fees*, which is provided to you with these Disclosures.

Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your account number and/or Access Codes have been lost, stolen or compromised or if someone has transferred or may transfer money from your Personal Accounts without your permission. Telephoning is the best way of keeping your possible losses down. (See **Address and Telephone Number for Notifying Us of Unauthorized Transfers** below.) You could lose all the money in your Personal Accounts (plus your maximum overdraft line of credit). Also, if your statement shows transactions that you did not make, including those made by your account number and/or Access Codes or other means, tell us at once.

1. If you tell us about lost, stolen or compromised account numbers and/or Access Codes, or that someone has transferred or may transfer money from your Personal Accounts without your permission, within 2 Business Days, you can lose no more than \$50 from your Personal Accounts if someone used your account number and/or Access Codes without your permission. If you do NOT tell us within 2 Business Days, and we can prove we could have stopped someone from using your account number and/or Access Codes without your permission if you had told us, you could lose as much as \$500 from your Personal Accounts.

2. If you do not tell us about transactions that you did not make that appear on your statement, including those made by your account number and/or Access Codes or other means, within 60 days after the statement was sent to you, you may not get back any money you lost from your Personal Accounts after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If good reasons (such as long trips or a hospital stay)

kept you from telling us, we will extend the time periods to a reasonable limit.

Address and Telephone Number for Notifying Us of Unauthorized Transfers. Our representatives will be available to assist you Monday through Friday, from 8 A.M. to 5 P.M. by calling (410) 823-4510 with any questions or problems you may have regarding online banking.

If you believe your account number and/or Access Codes have been lost, stolen or compromised or that someone has transferred or may transfer money from your Personal Accounts without your permission, call the above phone number or write , 501 Fairmont Avenue, Suite 200, Towson, Maryland 21286 Attn: Operations Manager.

Errors or Questions About Your Electronic Transfers. In case of errors or questions about electronic Transfers to or from your Personal Accounts, telephone or write to us as soon as you can, using the phone number or address listed above in **Address and Telephone Number for Notifying Us of Unauthorized Transfers**. If you think your statement or receipt is wrong, or if you need more information about a Transfer listed on the statement or receipt, contact us. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the Transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this we will credit your Account within 10 Business Days for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Personal Account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Liability for Failure to Make Payments. If we do not make a Transfer from your Personal Accounts on time or in the correct amount according to your instructions given in accordance with this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if:

- You have not properly followed the instructions on how to make a Transfer contained in the Business Online Banking Agreement
- One or more components of the Electronic Banking system was not working properly or was temporarily unavailable, and the problem should have been apparent to you when you attempted the transfer

- We have placed a “hold” on funds in your Personal Account with your knowledge or in accordance with reasonable business procedures
- We have received incomplete or inaccurate information from you or a third party involving the Personal Account or transfer
- A court order such as a garnishment or other legal process prevents us from making a transfer
- We have a reasonable basis for believing that unauthorized use of your account number and/or Access Codes or designated Personal Account has occurred or may be occurring or if you default under the Business Online Banking Agreement, your deposit account agreement, a credit agreement, or any other agreement with us, or if we or you terminate the Business Online Banking Agreement
- If, through no fault of ours, you do not have enough money in your Personal Account to make the transfer or payment
- If the Personal Account is dormant
- If the transfer or payment would go over the credit limit on your overdraft line
- A payee mishandles or causes delays in handling payments sent by us
- You have not provided us with the correct payee name, address, account information, or payment amount
- The Transfer would exceed one of the limits established by the Business Online Banking Agreement or other agreement governing your Personal Account
- Circumstances beyond our control prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances. Such circumstances include, but are not limited to, fire, flood, delay in U.S. Mail, interruption in your electrical power or telephone, the disconnection of your telephone line by your local telephone company or from deficiencies in your line quality, or any defect or malfunction of your Device, operating software, modem, or telephone line
- If we or you have terminated the Business Online Agreement or closed the Personal Account

Preauthorized Payments. If you have told us in advance to make regular payments from your Personal Account, you can stop any of these payments. If you want us to place a stop payment on a recurring transfer from your Personal Account without using Business Online Banking Services, call us or write to us at the number and address listed above in **Address and Telephone Number for Notifying Us of Unauthorized Transfers** in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. Within 14 days, you must put your stop payment request in writing (if you called us.) E-mail is considered a writing. We will charge you a fee for each stop payment order you give. The charge for stopping payment is disclosed in our *Schedule of Account Fees*.

If preauthorized payments to persons or companies vary in amount, the person or company you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from a previous payment, or when the amount would fall outside certain limits that you set.

If you order us to stop a payment from your Personal Account 3 Business Days or more before the Transfer is scheduled, and we do

not do so, we will be liable for your losses or damages as provided under law.

Disclosure of Account Information to Third Parties. We will disclose information to third parties about your Personal Account or the Transfers you make:

- When it is necessary for completing Transfers
- To verify the existence and condition of your Personal Account for a third party, such as a credit bureau or merchant
- In the course of making reports or returns required by federal or state law, to comply with any government agency, court order, or applicable law and to our supervisory agency
- As permitted by applicable state law, including the Maryland Confidential Financial Records Act
- As permitted by federal law, including the Right to Financial Privacy Act and the Fair Credit Reporting Act
- As described in any Privacy Notice we give you from time to time

Periodic Statements. Transactions will be recorded on the periodic statement for your Personal Account. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.