

INTERNET BANKING AGREEMENT AND DISCLOSURE

This document sets forth your and our rights and responsibilities concerning the use of our Internet Banking Service. In this agreement, the words "you" and "your" mean those who sign as applicants or any authorized user (s). The words "we", "us" and "our" mean CommerceFirst Bank. By using CommerceFirst Internet Banking, you agree to all of the terms of this agreement. Please read it carefully and keep a copy for your records.

INTERNET BANKING FEATURES: You may access your account information by using a specific Internet User ID and password assigned to you. At the present time (April, 2007), you may use the system to:

General Internet Banking

- Perform account inquiries on checking, savings, and certificates of deposit
- Obtain statement transaction detail on your accounts
- Transfer funds between your deposit accounts*
- Submit a stop payment request
- Submit a check re-order request
- Send non-secured/secured e-mail messages to Bank personnel
- Initiate bill payments to any merchant or vendor you choose

Other Services

- Cash Management Feature (Commercial Customer Only): Originate ACH transactions

*You hereby certify that these are like-owned accounts and that any change in ownership of one account will constitute a change to all linked accounts.

APPLICATION/REGISTRATION PROCESS: The CommerceFirst Internet Banking Service requires that you complete the online enrollment form, print and mail or deliver a signed copy to the Bank at 1804 West Street, Annapolis, MD 21401. Upon receipt, the information will be verified for accuracy and authorizations. In about one week, we will contact you to schedule a convenient time to come to the Bank to sign a copy of the Internet Banking Agreement and Disclosure. Your account will then be activated and PC training on our Internet Banking Service will be available, if desired. All enrollment forms are subject to the bank's approval.

USER ID AND PASSWORD: The User ID and password issued to you are for your security purposes. Your password is confidential and should not be disclosed to third parties. You are responsible for safekeeping your password. You may change your password at any time by clicking on "User Preferences." You should carefully select a password that is hard to guess. Your password must contain between four and fifteen characters and must be alpha/numeric. (We suggest that you stay away from names, dates, and information that may be easily guessed.) You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. Your initial password provided by the Bank will expire the first time you log into our Internet Banking Service. You must change your password before you use our Internet Banking Service.

BUSINESS DAYS: Our business days are Monday through Friday. Holidays are not included.

HOURS OF AVAILABILITY: CommerceFirst Internet Banking is available 24 hours a day, 7 days a week. However, the following cutoff times pertain to specific Internet Banking features. Transactions after the cutoff time will be posted the following day:

Bill Payments* 2:00 p.m.

Stop Payments 3:00 p.m.

Funds Transfers 2:00 p.m.

*To ensure that payment is properly credited to your account prior to the payment due date, please allow at least 5 to 7 days from the date payment is submitted for your payment to reach your merchant or vendor.

SERVICE INTERRUPTIONS: Periodically, we may need to perform maintenance to update or improve our equipment or system, which may result in interrupted service or errors in service. We will attempt to notify you prior to such interruptions, but cannot guarantee that such notice will be provided. During these times, you may call us at (410) 280-6695 or visit our 1804 West Street, Annapolis, MD 21401 location to obtain information about your accounts.

LIMITATIONS ON FREQUENCY AND AMOUNT: According to Federal Regulations, transfers from a money market account or savings account to another account or to third parties by pre-authorized, automatic or telephone transfer are limited to six (6) per month per account during a given monthly statement period. For money market accounts, three (3) of the six (6) may be made by check, draft, debit card or similar order payable to third parties. There are no limits on the number of transfers or payments you make from your checking account. Balances shown online are as of close of business for the prior business day. Balances may include deposits subject to verification by us. The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account.

The Bank reserves the right, at its sole discretion, to set maximum dollar limits for transactions conducted through CommerceFirst Internet Banking Service.

NO SIGNATURE REQUIREMENT: When any payment or other on-line service generates items to be charged to your account, you agree that we debit the designated account without requiring your signature on the item and without any notice to you.

NOTICE OF CUSTOMER LIABILITY: You are responsible for all transactions you authorize under this agreement. If you permit others to access your accounts through the online banking service by providing your User ID/password to others, you are responsible for any transaction they authorize.

Tell us **AT ONCE** if you believe your User ID or password has been lost or stolen or if you believe it to be in the possession of an unauthorized person. Telephoning us at (410)-280-6695 is the best way of keeping your possible losses down. If you believe your password has been lost or stolen and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the 60 day period, if we can prove that we could have stopped someone from taking the money if you had told us in time. If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call (410) 280-6695. You also have the option to write to us at CommerceFirst Bank, 1804 West Street, Annapolis, MD 21401 or send e-mail to customerservice@commerce1st.com.

JOINT ACCOUNTS: If as an account holder you have a joint account with us, you are jointly and severally liable under this Agreement. Each of you has the ability to access your accounts

with us using a separate password and may perform transactions such as funds transfers, bill payments, obtain information, or even terminate this Agreement. Please be advised that we are not required to obtain the consent of or to notify the other one of you about the actions of the other. Both of you release us from any liability for honoring or allowing any transactions or actions initiated by either one of you. Each of you indemnifies and holds the Bank harmless from any and all liability resulting from transactions either one of you initiate.

AUTHORIZED SIGNERS: If as an account holder you have a commercial account with us, you and all your authorized signers are jointly and severally liable under this Agreement. Each authorized signer has the ability to access the account with us using a separate password and may perform transactions such as funds transfers, bill payments, obtain information, or even terminate this Agreement. Please be advised that we are not required to obtain the consent of or to notify authorized signers about the actions of other authorized signers. All authorized signers release us from any liability for honoring or allowing any transactions or actions initiated by the others. Each authorized signer indemnifies and holds the Bank harmless from any and all liability resulting from transactions that the other authorized signers initiate.

BANK LIABILITY: Our liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices or disclosures. Under no circumstances will we have any liability to you for failing to provide you online access to your accounts or online financial services through the Service. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the online financial services as expressly stated in this agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the online financial services.

IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable, for instance:

- If your account is closed.
- If, through no fault of ours, you do not have enough money in your account to cover the transaction(s).
- If the money in your account is subject to legal process or other claim restricting such transaction.
- If you do not allow sufficient time between the request date and the due date.
- If you do not follow our online instructions for making a transfer or other transactions.
- If the Bank has placed a "hold" on funds in your account(s) in accordance with the Bank's rights under applicable law or any agreements between us.
- If the Bank has a reasonable basis for believing that unauthorized use of your password or your accounts has occurred or may be occurring.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- If any information provided by you about the payee on a bill payment is incorrect.
- If there are any delays in handling the payment by the payee.
- If you default under this Agreement or any other agreement with the Bank.
- If you or the Bank terminates this agreement.

- Or if any other circumstances beyond our control prevented the payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to telecommunications outages, postal strikes, delays caused by payees, natural disasters and acts of war and civil unrest. There may be other exceptions as established by the Bank.

BILL PAYER: If you choose CommerceFirst Internet Banking Bill Payer Service, it will permit you to use your computer to direct payments from your designated online Bill Payer Account to third parties you wish to pay. Through the Bill Payer Service, you can pay bills from your Bill Payer Account to businesses or individuals.

All payments you make will be deducted from the account that you designate as your Bill Payer Account for the Bill Payer Service. Any payments you wish to make through this service must be payable in U.S. Dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the service from time to time. You will not use the Bill Payer Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments.

You agree that the following uses of Internet Banking Service are strictly prohibited. You agree to indemnify, hold harmless, and defend us from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable fees of attorneys, accountants and expert witnesses) at your sole expense, arising from your failure to abide by the restrictions. You agree that you will not engage in:

- Unauthorized communication of any charge or credit card information belonging to any other person or entity.
- Unauthorized communication of any information concerning any password or other online access number, code, or identification or any other proprietary information belonging to any other person or entity.
- Use of the Internet Banking Service to copy or distribute or transmit copies of copyrighted materials belonging to any other person or entity except to the extent that the owner has provided express permission to you for such activity. Copying, distributing, or transmitting copyrighted materials other than with permission as specified above is expressly prohibited.
- Communicating any obscene or defamatory information, including but not limited to, computer bulletin boards or in conjunction with e-mail.
- Use of the Internet Banking Service in violation of any telecommunication, postal, or other local or federal laws or regulations, or in the commission of a crime or other unlawful or improper purpose.

If you choose Internet Banking Service with Bill Payer on your application, the following terms and conditions apply to you:

- You understand that alimony, child support or other court-directed payments or tax payments are prohibited under this agreement.
- You authorize the bank to make payments to creditors for you as you may authorize (by personal computer) from time to time. You also authorize us to post such payment to your designated bill payer account.
- You understand that we will use reasonable efforts to ensure that payments reach creditors on time, but that we cannot guarantee the time a payment will be posted by a creditor. We will use reasonable efforts to see that creditors reverse any service fee or late charge that is related to a payment process error caused by us.
- You agree that we will not be responsible for any loss or penalty that you may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your primary checking account.

- You understand that National, State, or Regional Networks used to effect transactions may impose fees.
- You understand that like other financial institutions, CommerceFirst Bank partners with a third party processor, Princetonecom, to deliver your bill payments electronically or by check. Requests to issue stop payments may be accepted only for payments issued by check. Requests to issue stop payments for electronic payments cannot be accepted.
- You agree that any transmission of confidential business or sensitive personal information is at your sole risk.
- There is no limit to the number of bills that you may pay.

CommerceFirst Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. CommerceFirst Bank will not be liable in any way for damages you incur if you do not have sufficient funds in your Bill Payer Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of CommerceFirst Bank. If your Bill Payer Account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the transfer or payment will be cancelled and no further attempt will be made by CommerceFirst Bank to make the transfer or payment. CommerceFirst Bank will attempt to notify you by telephone or e-mail, but CommerceFirst Bank shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the service.

Neither our suppliers nor we make any warranties or representation of any kind with respect to the Internet Banking Service whether express or implied, including but not limited to merchantability or fitness for a particular purpose. Neither we nor our suppliers nor anyone else who has been involved in the creation, production or delivery of the Internet Banking Service assume any responsibilities with respect to your use thereof. No oral or written information or advice given by us or our suppliers or any employees of same shall create a warranty or in any way increase the scope of this warranty, and you may not rely on any such information or advice. The foregoing constitutes our sole and exclusive liability to you with respect to your use of the Internet Banking Service.

Any cause of action concerning the Internet Banking Service under this Agreement must be commenced within one year after such action has occurred.

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party.

OFFICE OF FOREIGN ASSETS CONTROL (OFAC): As a CommerceFirst Bank Internet Banking Service customer using the Bill Payment and/or ACH features of Online banking, you are considered an "originator" of an ACH transaction and you are subject to applicable U.S. law when initiating ACH transactions. This includes, among other things, that as an Originator you will not violate the Office of Foreign Assets Control (OFAC) enforced sanctions, and you will not act on behalf of, or transmit funds to or from, any party subject to such sanctions. (A complete list of parties subject to the OFAC sanctions can be found at www.ustreas.gov/ofac. You may also order a copy of the current ACH Rules at www.paymentsystems.org/macha/pubs.htm).

REGULATION GG: CommerceFirst Bank will not process Internet Gambling transactions as such term is defined under the Unlawful Internet Gambling Enforcement Act of 2006 and

Regulation GG. The Customer hereby certifies that it will not place, receive or transmit bets or wagers through the services provided under this Internet Banking Agreement. It is agreed that if the Customer engages in Internet Gambling or if CommerceFirst, in its sole discretion, determines or suspects that such activity is or will occur, all such suspected transactions may be blocked and the Customer's account (and any affected account relationship with CommerceFirst Bank) may be restricted or closed. CommerceFirst Bank may exercise any other remedies provided under our agreements with CommerceFirst Bank or applicable law

PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS: You may arrange for us to accept the following preauthorized transfers to or from your account:

- Direct deposits from your employer, U.S. Treasury Department or other financial institutions to your checking or savings account.
- Direct debits, thereby making payments to a third party from your checking or savings account.

RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO: If you instructed us in advance to accept direct debits, you can stop any of these payments by doing the following:

- Notify us by mail or in person at 1804 West Street, Suite 200, Annapolis, MD 21401 or call us at 410-280-6695. We must receive your request three (3) business days or more before the payment is scheduled to be made.
- If you call, we will also require you to put your request in writing and get it to us within fourteen (14) days of your call.
- If you order us to stop one of these payments three (3) or more business days before the transaction is scheduled and we do not do so, we will be liable for your losses and damages.

DOCUMENTATION:

Periodic Statement: You will get a monthly account statement from us on your checking or savings account.

Confirmation or Receipt: A confirmation or receipt will be displayed at the time you make a transfer, submit a bill payment, initiate ACH transactions, or submit instructions for stop payments or check orders. This confirmation or receipt should be printed and kept for your records.

NOTICES: All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at 410-280-6695 or at 1804 West Street, Suite 200, Annapolis, MD 21401.

FEES AND CHARGES:

- At the present time, we do not charge for General Internet Banking features.
- Normal check fees will be assessed when check orders are processed. Charges relating to your accounts or other services still apply including but not limited to stop payment fees and charges for excess Money Market transactions.
- At the present time, we charge a monthly fee of \$5.95 for bill payer service. However, your total monthly fees may vary according to the number of bill payments you initiate in each statement period. You will be charged \$.50 for each additional bill payment.
- At the present time, we charge a monthly fee of \$5.95 for ACH origination service. However, your total monthly fees may vary according to the number of transactions

you originate in each statement period. You will be charged \$.15 for each additional ACH transaction.

NEW FEATURES: New features to our Internet Banking Service may be introduced for our CommerceFirst Internet Banking Service from time to time. We will notify you when these services become available. By using these services when they become available, you agree to be bound by this Agreement as amended for the new features. If a disclosure is required to be given to you, we will deliver said disclosure by mail and post it on our web site.

IN CASE OF ERRORS OR QUESTIONS: If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, contact us as soon as you can. Telephone us at (410) 280-6695, write to us at CommerceFirst Bank, 1804 West Street, Annapolis, MD 21401, or e-mail us at customerservice@commerce1st.com. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

We will need:

- Your name and account number
- A description of 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
- The dollar amount of the suspected error
- Confirmation or Receipt number

For bill payment errors we will need:

- The account number used to pay the bill
- Payee name
- Date the payment was sent
- Confirmation or Receipt number
- Payment amount
- Payee account number

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days or twenty (20) business days for new accounts (opened in the last thirty days) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete the investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If a notice or error involves an electronic funds transfer that was initiated in a foreign location, the applicable time period for action shall be twenty (20) business days in place of ten (10) business days, and ninety (90) calendar days in place of forty-five (45) calendar days.

CONFIDENTIALITY: We will disclose information to third parties about your account or the transaction that you make:

- To complete transactions as necessary, as permitted by law, or
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant or
- To comply with government agency or court orders or
- If you give us your written permission.

PRIVACY STATEMENT: CommerceFirst Bank understands how important privacy is to our customers. Our customer privacy statement can be obtained by clicking on the following link – Privacy Statement.

SECURITY: The Bank has always been and continues to be committed to the security of our customers' account information and accounts. However, you must take every precaution possible to ensure the safety, security and integrity of your account information and transactions initiated by using our Internet Banking Service. As stated previously, do not disclose your Password to anyone including the Bank or any of our employees. This includes by phone or through the use of e-mail. Do not leave your computer unattended while you are connected to CommerceFirst Internet Banking Service. If we detect no activity for fifteen (15) minutes, we will end your online session. This is to protect you in case you accidentally leave your computer unattended while you are logged on. When you return to your computer, simply re-enter your User ID and Password and continue your session. It is your responsibility to observe these guidelines and use prudent security procedures when using CommerceFirst Internet Banking Service. It is important for you to understand that you may be held liable for the use of your User ID and Password.

COMPUTER HARDWARE AND SOFTWARE: In order to use CommerceFirst Internet Banking Service you will need computer equipment and software that is current and up to date with at least 128-bit encryption and Windows '95 or higher. Our system works best with Explorer and we encourage all users to use Explorer 5.0 or higher. However, if you use Netscape, you will need NT 4 or higher. You will also need access to the Internet by an Internet Service Provider (ISP) of your choice. You are responsible for the installation and maintenance of your computer equipment and any software thereof. The Bank is not responsible for any errors, failure or non-performance of your chosen ISP. The Bank shall have no liability to you for any damages or other loss, direct or consequential, which you may suffer or incur by the installation and use of your computer equipment and software. We make no warranty to you regarding your computer or software for failure or malfunction. Any links you choose to use from our site are at your discretion. If you choose to download any information from these sites, you agree to indemnify and hold harmless the Bank regarding the accuracy, functionality or performance of any third party software that may be used in connection with CommerceFirst Internet Banking Service.

VIRUS PROTECTION: CommerceFirst Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

ENFORCEMENT: This agreement is governed by and interpreted in accordance with the laws of the State of Maryland and applicable federal law. You irrevocably submit to the jurisdiction of any court sitting in the State of Maryland and agree that in any action brought under this Agreement, venue shall be placed in the county or district where we maintain our business offices.

CHANGES IN TERMS: We reserve the right to change the terms and conditions of this Agreement. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law.

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 enforceability of the remaining terms.

TERMINATION: You or any other authorized signer of your account may terminate this Agreement at any time by notifying us in writing at 1804 West Street, Annapolis, MD 21401.

You agree that we may terminate this Agreement and your use of the CommerceFirst Internet Banking Service if:

- You do not pay any fee required by this Agreement when due or your accounts are not maintained in good standing.
- We have reason to believe that there has been an unauthorized use of your account or password.
- We notify you or any authorized user of your account that we have cancelled or will cancel this agreement.

You may terminate this agreement and your CommerceFirst Internet Banking Service at any time provided you give written notice. Should you wish to terminate your CommerceFirst Internet Banking Service, you authorize the Bank to complete previously authorized transfers and bill payments.

Termination of service will be effective the first business day following receipt of your written notice.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

There may be other exceptions stated in this agreement and in other agreements with you. In no event, shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

Member FDIC

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CommerceFirst Bank

By _____

Name _____

Title _____

Revised 06/08/10.

Company

By _____

Name _____

Title _____