

BANK-TO-BANK TRANSFER SERVICE AGREEMENT

General

This Bank-to-Bank Transfer Service Agreement ("Bank-to-Bank Transfer Agreement") explains the additional terms and conditions governing the Bank-to-Bank Transfer Services offered through Waterfield Bank. By using the Bank-to-Bank Transfer Service you agree to abide by the terms and conditions of this Bank-to-Bank Transfer Agreement, in addition to the terms and conditions disclosed in the Online Banking Agreement. This Bank-to-Bank Transfer Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the State of Maryland, without regard to its conflicts of laws provisions. As used in this Agreement, the words "you" and "your" refer to the user of the Bank-to-Bank Transfer Service. The words "we," "us," "our," and "Bank" refer to Waterfield Bank.

We may change this Bank-to-Bank Transfer Service Agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or by e-mail. If you use the Bank-to-Bank Transfer Service after the effective date of a change, your use indicates that you agree with the change(s).

Bank-to-Bank Transfer Service

The Bank-to-Bank Transfer Service ("Service") is a Bank-to-Bank funds transfer service offered by Waterfield Bank and Waterfield Bank's Service Provider ("Service Provider"). This Service allows you to transfer funds to or from your eligible Waterfield Bank account(s) and other eligible account(s) held by you at another financial institution or brokerage company in the United States. Transfers can only be completed between accounts that are owned by the same account holder or if you are a holder in a joint account. Transfers can be one time, scheduled, or recurring.

Eligible Account Types for Transfers:

- Waterfield Bank checking accounts, savings accounts, Money Market checking and Money Market savings accounts.
- Checking accounts, savings accounts, Money Market checking and Money Market savings accounts held at a financial institution or credit union in the United States that are able to accept ACH transfers.

Ineligible Account Types for Transfers:

- Individual Retirement Accounts (IRAs).
- 401 K Accounts.
- Custodial and/or Trust Accounts.
- Business Accounts for which more than one person has check-writing privileges.
- Certificate of Deposits (CDs) or other time-based accounts.
- Loan Accounts (including credit card and equity accounts).

You may have other accounts that are ineligible for the Bank-to-Bank Transfer Service due to restrictions specific to your Financial Institution(s). If in doubt, you must contact the other financial institutions to verify if the accounts are eligible for the Bank-to-Bank Transfer Service.

Account Verification

We will verify the account(s) you add to the Bank-to-Bank Transfer Service. You authorize us to validate the account(s) at other financial institutions, credit unions, or brokerage companies using the following method:

- Trial Deposit – The Trial Deposit method makes one or two small deposits to the external account and requests that you confirm the amounts deposited. You must confirm the amount by typing in the values of the deposits at the Waterfield Bank Online Banking Bank-to-Bank Transfer site. If the entered values match the Trial Deposit amounts, the account may be approved.

Transfer Amount Limits

The following table outlines the transfer limits allowed by Waterfield Bank's Bank-to-Bank Transfer Service:

	Next Day	Standard
Daily - Inbound	\$10,000	\$20,000
Weekly – Inbound	\$20,000	\$35,000
Monthly – Inbound	\$20,000	\$35,000
Quarterly – Inbound	\$35,000	\$50,000
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Daily - Outbound	\$5,000	\$10,000
Weekly – Outbound	\$10,000	\$25,000
Monthly – Outbound	\$20,000	\$35,000
Quarterly - Outbound	\$20,000	\$50,000

Other Agreements

Using the Service will also be affected by the agreements between you and us for your Waterfield Bank deposit accounts including the Bank's Deposit Agreement, and the Account Terms and Conditions for your accounts. Using the Service does not change the agreements you already have with us on those accounts. You should review those agreements for any applicable fees, for limitations on

the number of transfers you can make, and for other restrictions that might impact your use of an account with the Service. The terms and conditions of any other such agreements govern the terms and conditions of this Bank-to-Bank Transfer Service Agreement except that in the event of a conflict, the terms and conditions of this Bank-to-Bank Transfer Service Agreement shall govern; provided, however, that in the event of a conflict between the terms and conditions of this Bank-to-Bank Transfer Service Agreement and the Online Banking Agreement, the terms and conditions of the Online Banking Agreement shall govern.

Suspension and Reinstatement of Bank-to-Bank Transfer Service

In the event that we at any time incur a problem with your use of the Service, including without limitation, the inability to debit any of your Account(s) or to collect with respect to any of your Bank-to-Bank Transfers as described above, and without limiting any other right or remedy that we may have under this agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect Waterfield Bank from loss. In the event of such suspension, you may request reinstatement of your Service by contacting us in writing, through the Online Banking Center e-mail, or by calling Customer Service.

We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, reinstate your Service in accordance to "Standard Service" per-transaction and monthly dollar limits and/or with other restrictions that otherwise might be available to you.

Liability

You are responsible for the accuracy of all of the information you input, and agree that we may rely on the information you provide, without further verification, when processing transactions you initiate through the Service.

YOU AGREE THAT WATERFIELD BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION YOU HAVE PROVIDED TO US.

Cancellation

Your Service remains in effect until it is terminated by you or Waterfield Bank. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Online Banking Center email, or by fax, and your service will be cancelled after Waterfield Bank has had a reasonable opportunity to act upon your cancellation request. You agree to use the Bank-to-Bank Transfer Service only for bona fide and lawful purposes. We may suspend or terminate your participation in the Service for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

We shall have no obligation to honor any instruction, in whole or in part, that (a) is or we reasonably believe is used for any illegal or improper purpose or activity; (b) exceeds the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the Bank-to-Bank Transfer Service, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in these Terms and Conditions of the Bank-to-Bank Transfer Service or Online Banking Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or yours, we have reasonable cause not to honor.

We reserve the right to refuse to honor an instruction or suspend or terminate your Service, in whole or in part, at any time, with or without cause and with or without notice, and may immediately do so including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password; or (b) we believe your Service is not being used for its intended, bona fide and lawful purposes under these Terms and Conditions of the Bank-to-Bank Transfer Service or Online Banking Agreement; (c) you repeatedly overdraw your Waterfield Bank account; (d) your Waterfield Bank account is closed, access to your account is restricted for any reason, or if you do not use this Bank-to-Bank Transfer Service for a period of time after being notified by the Bank; (e) following initial enrollment you do not use the Bank-to-Bank Transfer Service, after being notified by the Bank, we may automatically suspend or terminate the Service, without further notice to you.

Any transfers we have already processed before the cancellation date will be completed. We recommend that you cancel any scheduled transfers prior to notifying us that you are canceling the Service. You are responsible for any transfers scheduled by you prior to termination that you have not canceled.

Termination will not affect your liability or obligations under these terms and conditions of the Bank-to-Bank Transfer Service Agreement or the Online Banking Agreement for transfers we've processed on your behalf.

No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to Waterfield Bank that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these representations and warranties will remain in full force and effect even if this Agreement terminates for any reason.

Unauthorized Transactions in Your Consumer Accounts

Notify us **AT ONCE** if you believe another person has improperly obtained your Online Banking password. Also notify us **AT ONCE** if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect any fraudulent activity on your account. Also, if your statement shows withdrawals, transfers, payments or purchases that you did not make or authorize, please notify us immediately.

Our Liability to Consumers

If we do not complete a transfer to or from your Bank account on time, or for the correct amount, and/or to or from the account specified according to our Agreement with you, we will be responsible, as applicable, for returning any improperly transferred funds

and/or for redirecting any misdirected funds to the proper account, and may be liable for your losses or damages. However, there are some exceptions.

For example, we will not be liable if:

- through no fault of ours, you do not have enough available funds in your account to make a transfer, Bank-to-Bank Transfer, or bill payment
- a legal order directs us to prohibit withdrawals from the account
- your account is closed, or if it has been frozen
- the transfer or bill payment would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts
- you, or anyone you allow, commits any fraud or violates any law or regulation
- any electronic terminal, telecommunication device or any part of the electronic fund transfer system was not working properly and you knew about the breakdown when you started the transfer, or, in the case of a recurring transfer, at the time such transfer should have occurred
- you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a Bill Payment or external Bank-to-Bank Transfer
- you have not properly followed the instructions for using Waterfield Bank's Online Banking Center Services, including Bank-to-Bank Transfer and Bill Payment
- circumstances beyond our control (such as fire, flood, computer system failure or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us

There may be other exceptions not specifically mentioned here.

We are not responsible for any Internet access, Internet Service Provider, financial software or other product or service relating to your computer or the World Wide Web or your telephone or telephone service. We are not responsible for any damage to your computer, software, modem, telephone or other property resulting from your use of the Service. Without limiting the generality of the wording above, we are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone service; the disconnecting of your telephone service by your telephone company or from deficiencies in your line quality; or any defect or malfunction of your computer, modem or telephone service.

Indemnity

You agree to indemnify and hold harmless Waterfield Bank, our subsidiaries and affiliates, successors and assigns, all officers and employees thereof, and our service providers ("Related Persons"), from any and all third party actions, claims, liability, and damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your connection to or use of the Service, your violation of these terms and conditions of the Bank-to-Bank Transfer Service Agreement or the Online Banking Agreement, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after the Service is terminated. This section does not apply to any cost or damage attributable to Waterfield Bank's or our Related Persons' gross negligence or intentional misconduct.

Fee Schedule

Please refer to the "Rates and Fees" section of your online banking center website.

Business Days

Our business days are Monday through Friday. Federal holidays are not business days.

FUNDS AVAILABILITY DISCLOSURE

When you request to enroll an external account, we may temporarily restrict all deposits to and transfers from your accounts at this Banking Center while we verify your ownership of and right to access that external account. **In addition, any debits made to an external account and deposited into your account(s) at this Banking Center are subject to a five (5) business-day hold.**

As per Waterfield Bank's Funds Availability Policy, the following holds may apply to the transactions you originate through WB's Bank-to-Bank Transfer Service:

Description of Deposit	When Funds Can Be Withdrawn by Cash or Check
ACH deposits originated by you through WB's external transfer service	\$100 on the first business day after the business day of deposit; remaining funds on the fifth business day after the business day of deposit
Any deposit totaling more than \$5,000 made on any one business day	\$100 on the first business day after the business day of deposit; \$5,000 on the fifth business day after the business day of deposit; remaining funds on the tenth business day after the business day of deposit
Any deposit made into a new account (account established for less than 30 days)	The fifth business day after the business day of deposit

ACH AUTHORIZATION AGREEMENT FOR ONLINE EXTERNAL FUNDS TRANSFERS

You hereby authorize Waterfield Bank ("Company" "we" "us" "our) and our processing agents, to debit and credit entries to your eligible Waterfield Bank account(s) when you instruct us to electronically transfer funds to or from your eligible Waterfield Bank account(s) and other eligible account(s) held by you at another financial institution or brokerage company in the United States. You agree to comply with any applicable state or federal law in connection with your use of the Service and the fulfillment of its obligations under this Agreement. You further acknowledge that the Automated Clearing House ("ACH") system may not be used in violation of, and that entries originated by you must comply with the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls ("OFAC"). This authorization is to remain in full force and effect until we have received notice from you of its termination.

TRANSFER FUNDS AGREEMENT

You represent, warrant, and agree that: (1) you shall not enroll an external account that anyone else owns or has an interest in; and (2) you shall not deposit funds other than your own into your accounts at this Banking Center; and (3) the title on each of your external accounts matches the title on your account at this Banking Center. We reserve the right to restrict what we permit you to enroll as your external accounts and we reserve the right to verify ownership of, and right to access your external accounts. By requesting to enroll an external account, you expressly authorize the financial institution which maintains that account to disclose to us any information that we request about you or the external account.