



TERMS & CONDITIONS

OF YOUR ACCOUNT WITH ACCESS NATIONAL BANK AND MIDDLEBURG BANK

Effective July 1, 2017

A. GENERAL LEGAL AGREEMENT

This Bank Services Agreement, along with any other documents, rules, policies and disclosures we give you governing your account (together, this "Agreement"), governs all deposit accounts between Access National Bank and Middleburg Bank (herein referred to as "Bank," "we," "our" or "us") and our clients, the account holder, account signatory and their agents (whether one or more, herein referred to as "Depositor," "you" or "your"). The use or reference to titles or headings of paragraphs shall not provide or extend any meaning to the language of the section or paragraph. The list of fees, maintenance charges and minimum balance requirements for each deposit account is contained in a separate document called the "Pricing Guide." The Guide, as it may be amended from time to time, is incorporated herein by reference.

1. Amendment. When you open, use or maintain a deposit account with the Bank, you are agreeing to the terms of this Agreement, as it may be amended from time to time at the Bank's sole discretion, and you agree that it is a legally binding contract. The Bank may amend this Agreement without written notice to you, unless required by federal or state statute or regulation to provide notice to you, and you agree that you are bound by each and every such amendment. If the Bank does provide notice, such notice may be provided to you by any means the Bank, in our sole discretion, deems reasonable, including but not limited to, being included in your account statement or provided by electronic means, such as email. Such notice may state there has been a change in this Agreement and instruct you to pick up a revised Agreement at your local branch. However, in opening, using or maintaining the account, you agree that the Bank does not have to provide such notice, except a copy of any revised Agreement shall be available to you within a reasonable period of time after such request by you. The use or maintenance by Depositor or Depositor's agent(s) of any account maintained at the Bank, including but not limited to the issuance of any check on your behalf, or your making any withdrawal or deposit to the account, will be proof that Depositor agrees to such amendments as the Bank may make to this Agreement, from time to time. Please keep a copy of this Agreement for your reference.

2. Waiver. Any waiver of the terms of this Agreement by the Bank must be in writing and signed by an authorized Bank Officer. Any failure by the Bank to insist upon the Depositor's strict performance of any of the terms of this Agreement shall not be deemed or construed as a waiver of these or any other terms. The waiver by either party of any breach shall not affect the right of the Bank to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with you, and such waiver is not sufficient to modify the terms and conditions of this Agreement.

3. Governing Law. If any provision, or a portion thereof, of this Agreement or its application to any party or circumstance is declared void, illegal or unenforceable, the remainder of the Agreement shall be valid and enforceable to the extent permitted by law. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this Agreement is to:

1. Summarize some laws that apply to common transactions;
2. Establish rules to cover transactions or events that the law does not regulate;
3. Establish rules for certain transactions or events that the law regulates but permits variation by agreement; and

4. Provide you with disclosures of our policies to which you may be entitled or in which you may be interested.

4. Incorporation of Provisions. Except as otherwise expressly provided in, or otherwise inconsistent with, this Agreement, any Schedules and Exhibits to this Agreement are hereby incorporated in this Agreement by reference. If any provision contained in this Agreement is in conflict with, or inconsistent with, any provision in any Schedule or Exhibit to this Agreement, the provision contained in this Agreement shall govern and control, except as otherwise specifically provided in this Agreement.

5. Address or Name Changes. You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

6. Jurisdiction and Venue. By opening and maintaining an account with us, you agree that you are transacting business in Fairfax County, Virginia, even if you live elsewhere. You agree that jurisdiction and venue will be proper in the courts in Fairfax County, Virginia, unless such jurisdiction and venue is prohibited by law.

7. Arbitration and Waiver of Class Actions. You or we may require that any controversy or claim relating to this Agreement and your accounts, or breach of this agreement, be resolved through arbitration administered by the American Arbitration Association under its commercial rules. You agree that the arbitration will be held in the state whose laws govern your account. You further agree that the venue will be located in Fairfax County, Virginia, unless we agree to a different venue. Judgment on any award rendered by the arbitrator may be entered in any court having competent jurisdiction. You agree that the transactions of each depositor of this bank arises from a unique relationship between the bank and our depositor such that damages that may arise as a result of a violation or alleged violation of this agreement or the laws and regulations governing this Agreement and your accounts are not the same for all depositors and therefore not appropriate for class action treatment. **YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THIS BANK EITHER AS A MEMBER OF A PUTATIVE CLASS OR AS LEAD PLAINTIFF IN ANY DISPUTE AGAINST THE BANK.**

8. Expenses. You will pay any expenses we incur related to this Agreement and your accounts, such as fees on items sent for collection, foreign exchange charges, and unreimbursed research and copying fees when someone requires records about our relationship, and attorneys' fees we incur because of concerns about your account, whether or not litigation has begun, including such fees through trial, all appeals, and collections, plus court costs. You also agree to pay any expense that we incur, including attorneys' fees in responding to any subpoena, writ, government agency or judicial order, search warrant, or other order, notice or process, which we may be required to respond to regarding your account or your relationship with us.

9. Our Rights. You agree that our rights under this Agreement and your accounts are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others.

10. Laws and Regulations. We are subject to extremely detailed laws and regulations. You will not hold us liable for anything we do or decline to do based on a good faith belief that the action is required by law or regulation. Some laws

allow parties to “contract out” of the law’s provisions and establish their own rules. You intend this Agreement to do that whenever a term of this Agreement conflicts with such a law. You will abide by the rules of any clearinghouse or automated clearinghouse that handles any part of a transaction.

B. OWNERSHIP OF ACCOUNTS

The following provisions describe the rules applicable to the various types of deposit accounts available. Not all accounts may be available in your area. Please contact a Bank representative for more information. You represent and agree that when you open an account, the titling of the account is proper, and that the Bank has no responsibility to inform you how the titling may affect your legal interests. If you have any questions as to the legal effect of the ownership of an account, you should consult with your own attorney or advisor. You further agree that you are solely responsible for meeting all requirements for establishing and maintaining the type of account you desire and ensuring that you have properly completed any applicable documents or forms. You agree to sign the documentation necessary to create the proper ownership of your account.

1. Individual Account. Any account may be owned by a Depositor individually, subject to the terms of this Agreement and applicable law.

2. Joint Account. The co-owners or signatories (terms herein used interchangeably) of a joint account are those persons who have signed the signature card as joint owners. If your account is in two or more names (without a fiduciary, beneficiary or other designation), it is a joint account, and we will presume, unless designated otherwise, it is a joint account with right of survivorship, subject to applicable state law. Each joint owner hereby appoints the other as his or her agent to deposit, withdraw and conduct any business on the joint account, instruct us to stop payment on any item drawn on the account, add additional joint owners to the account, obtain any and all information about the account, withdraw all funds, close the joint account, and conduct any and all other business on the joint account, including, but not limited to, pledging or encumbering the account. Any joint owner may appoint an attorney-in-fact for the account, but we reserve the right to require the consent of all joint owners. Acting as agent, any joint owner can indorse or deposit a check, draft or other payment order made payable to any other joint owner, for which all joint owners will be liable. You agree that each joint owner may withdraw or transfer, by any means the Bank makes available, any or all of the funds on deposit, close the account, place or remove a stop payment order, or create an overdraft in the account (which the Bank may collect from any joint owner). Each joint account Depositor or co-owner shall be jointly and severally liable for all debits, losses, deposits, reversal of credit, or liability associated with or involving the account, and for all expenses, attorney’s fees and costs incurred by the Bank relating thereto.

Each joint owner authorizes the Bank to exercise its right of setoff or enforce its security interest in the entire joint account for that owner or signatory, even though only one of the joint owners is the debtor, and as against all other accounts in which the joint account co-owner or signatory, Depositor has an interest. These rights exist irrespective of who contributes funds to the joint account. The Bank is not bound by the knowledge of, and has no duty to inquire as to, the source of funds deposited into the joint account, and each joint owner shall have an equal and undivided interest in the entire account. Any notices that we are required to send to either joint account Depositor will be deemed adequate if delivered to any co-owner. Upon the death of a joint owner, the account balance is owned by the surviving owner(s), subject to our right to reimbursement from the account and our right of setoff and any security interest in the account, and the estate of the deceased joint owner has no interest in the account. If more than one joint owner survives, they will own the account as joint tenants with right of survivorship and not as tenants in common.

a. Joint Account – With Survivorship. If a joint account is either designated as or determined to be an account with the right of survivorship, upon the death of any joint owner, the surviving joint owner may be entitled to any funds remaining in the account at the time of death. Distribution of the funds upon the death of any joint owner will be subject to the provisions of any applicable state law.

b. Joint Account – Without Survivorship. If a joint account is either designated

as or determined to be an account without the right of survivorship, upon the death of any joint owner, that owner’s share in the account belongs to his or her estate, and the surviving joint owner may be entitled to the remaining funds. Distribution of the funds upon the death of any joint owner will be subject to the provisions of any applicable state law. The joint account holders agree that until the Bank is satisfied, in its sole discretion, as to the deceased owner’s share, the Bank may, but is not obligated to, cease paying checks drawn against the account or otherwise pay funds from the account. In the event the Bank is not so satisfied within 30 days of notification of the passing of the joint account holders as to that owner’s share in the account at the time of death, the co-owners hereby agree that the Bank may, but is not obligated to, consider that deceased co-owner’s share to be in equal parts to the other co-owners, or the Bank may interplead the funds with the Circuit Court for Fairfax County, Virginia or such other court of competent jurisdiction, and all costs, expenses and attorney’s fees associated therewith shall be deducted from the total account balance. Should the total account balance be insufficient, each co-owner agrees to be jointly and severally liable therefore.

3. Payable of Death. (P.O.D.) A P.O.D. account is a revocable account held in the name of one or more persons as owner(s) with one or more persons designated as beneficiaries or P.O.D. payees. This relationship is established by the form of account, as designated on the signature card, and not by separate written agreement.

During the owner’s lifetime, the funds in the account are the property of the owner(s), and the owner(s) can take any proper action with respect to the account or the funds in the account, including changing the designated beneficiary or P.O.D. payee.

You agree that a change in beneficiaries is effective only upon a change to the signature card and that the Bank may rely only upon such signature card to determine the proper beneficiaries. Payment of funds upon an owner’s death shall be in accordance with the signature card and any applicable state law.

4. Uniform Transfers to Minors. An account designated on the signature card as a “Uniform Transfers to Minors” or “Uniform Gift to Minors” account shall be governed by applicable state law. The signature card shall name a custodian who shall have authority on behalf of the minor to make withdrawals from, deposits to, and otherwise transact business related to the account. No ownership rights or interest in the account is granted to the custodian. The custodian must notify the Bank in writing immediately upon the death of the minor or at the time the minor attains the age of majority. Before the Bank receives such notice, the Bank may honor any checks or drafts written on the account without incurring any liability to the minor or any third party, and the custodian will be liable to the Bank for any loss or expense the Bank incurs because of the custodian’s failure to give prompt notice. The Bank may rely on the custodian’s authority to act on behalf of the minor until the Bank has received written notice that a successor custodian has been duly appointed or that the custodian’s authority has been otherwise terminated in accordance with applicable law. Upon reaching the age of majority, the minor will be entitled to the funds in the account consistent with applicable state law. The parties hereby agree that all funds, whether or not authorized, that were used for the benefit of the minor shall be deemed as authorized or ratified payments, as the case may be.

5. Fiduciary. Fiduciary accounts are only available to a court-appointed individual acting as guardian, personal representative, trustee, custodian or conservator, with the fiduciary’s capacity designated as such on the signature card. The Bank is authorized to follow the directions of the fiduciary regarding the account until it receives written notice that the fiduciary’s authority has been terminated in such a manner as is satisfactory to the Bank, and the Bank has had reasonable time to act upon that notice. The terms of any trust agreement, court order, or other document under which the account is opened will govern the fiduciary’s authority regarding the account, and the Bank has the right, but not the obligation, to review any such document. The Bank assumes no liability for the administration of any trust or fiduciary relationship whether or not the Bank has been provided with a copy of such document, and we shall not be liable to anyone for the misapplication of funds from an account by an agent, fiduciary, trustee or custodian. By opening a fiduciary account, the Bank is not, and shall not be deemed to have created a fiduciary duty or

The Bank may re-credit your account after paying an item over a valid and timely stop payment order to the extent of any loss you actually suffered. In such event, you must prepare and sign a written statement within 31 days of the statement date in which such payment is an entry, fully describing the dispute and establishing your rights against the payee, agree to transfer to the Bank all of your rights against the payee or other holder of the item, and assist the Bank in any legal action taken against that party. The statement will be reviewed by the Bank, and upon reasonable determination by the Bank that the statement satisfies the requirements herein, the Bank will resolve the dispute in your favor. Otherwise, you agree that you will be deemed to have ratified the payment, that you cannot enforce any such claim against the Bank, or that you have waived all claims against the Bank.

5. Deduction of Fees. You agree, for yourself, and the person or entity you represent if you sign as a representative of another, to the terms of this Agreement and the Pricing Guide. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request that are not covered by this Agreement.

Maintenance and activity fees and fees for returned checks, insufficient funds, overdrafts, and stop payment orders, charges for check printing, and other service charges made in accordance with the rules of the Bank in effect at the time of such charge may be deducted prior to any other debits to your account. The Bank shall not be liable for its dishonor of checks or drafts presented for payment because of insufficient funds being in the account as a result of deducting such fees. Any fees (or portions thereof) that are un-posted due to insufficient funds at the time of posting may be collected at a later date without prior notice when sufficient funds are available in the account.

You also agree to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to your account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party may take regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees may be deducted from your account when they are incurred, without notice to you.

6. Deposits to Account. We may accept deposits to your account from any source, and we have no obligation to inquire into the authority of the person making the deposit. In the event any item is deposited to your account or a credit is received to your account, whether by you or another, with or without your authorization, you agree that we may accept such check or item for deposit. Should the Bank suffer any loss as a result of the use or withdrawal of that credit by you or your agent, you will fully indemnify the Bank for its losses. Your use or the use by your agent of any deposit or credit to your account is your ratification of such deposit or credit. In the event you, as our customer or depositor, have employees, you agree that should you allow any of your employees to conduct any function regarding your account, any banking process or deposit of item(s) to an account on at least one occasion, in which you may have an interest, you agree that such employee shall be deemed to be your agent, entrusted with responsibility with respect to instrument(s), as such term is used within the Uniform Commercial Code that is adopted by the jurisdiction in which the account was opened.

Additionally, your use of any provisional credit, which is any amount we credit your account for a check or item deposited thereto for which the payor bank or drawee bank has not made final payment, is strictly at your risk, and you will fully and completely indemnify the Bank for all losses and expenses incurred as a result of your use of any provisional credit. You agree that any provisional credit by the Bank will remain provisional until the payor bank has actually made final payment of the

instrument. You may not rely upon any statement made by an employee or agent of the Bank regarding the date that final payment was made or a check, credit or deposit cleared. The Bank may also refuse to accept any check or item or any funds tendered to it for collection or for deposit. You further agree that the Bank may impose a fee for, or decline payment of, a check or other item drawn against your account that is presented for payment over the counter at the Bank, rather than being deposited into an account at another institution and presented for payment through the check collection system. The Bank also has the right to refuse to cash a check not issued against your account, and instead, require that the item be deposited into your account.

a. Night Depository. You agree that any use of the night depository facilities shall be at your sole risk, and you further agree that neither a debtor/creditor or fiduciary relationship between the Bank and you shall not arise out of any use or attempted use of such facilities. You authorize the Bank upon removal of the bag/envelope placed in the night depository to open said bag/envelope, count the funds enclosed therein and credit your account appropriately, and you agree to accept as final the Bank's count of such deposit. It is expressly understood that each removal and opening of the bag/envelope from the night depository facility and the counting of the funds therein shall be at your sole risk at all times. Any night depository facility is provided for your sole benefit and convenience, and nothing herein shall be construed to require use of the night depository facility. You also agree that any act of deposit on your behalf does not constitute a deposit until the Bank delivers a receipt of said deposit, and until that time, the Bank will not be considered to have done so.

b. Direct Deposits. If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the U.S. Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover such amount of our liability.

7. Payment of Items. The Bank may process withdrawals and pay items drawn on your account in any order as determined by the Bank, even if honoring a withdrawal or paying a particular item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. In the event you issue a check and your account is closed, or there are insufficient funds at the time the check is presented for payment and we do not return the item by midnight of the next business day, but we subsequently pay that item, you agree to fully indemnify us for the amount of such check.

As part of the check payment process, if the Bank believes that you did not authorize an item, it may return the item as unpaid. In the event the returned item was, in fact, properly payable, you agree to hold the Bank harmless from any claims, loss or damages as a result of the Bank not paying the item. Certain retailers and merchants have implemented a procedure to convert checks into electronic debits. In such situations, you should complete your check in the usual manner. The check will then be typically passed through a machine to capture the relevant bank information and purchase amount, be stamped VOID and be returned to you. You will sign an authorization slip (similar to a credit or debit card slip) permitting the check to be converted to an Electronic Fund Transfer and allowing your account to be immediately debited. Unless prohibited by law, you authorize us to process such electronic debits even if you do not sign an authorization slip or otherwise provide authorization to convert your check to an electronic debit. To avoid causing NSF/overdrafts, you must ensure that you have sufficient funds in your account to cover the amount of such transactions. Because checks processed in this fashion are not sent to the Bank for processing, a copy will not be available through the Bank. In addition, certain companies that accept payment through remittance and lockbox locations have begun to convert checks into an electronic format. Both of these types of transactions are governed by the Electronic Fund Transfer Agreement and Disclosures.

Certain financial institutions may also convert checks into an electronic format or substitute check for presentment to, and payment from, the Bank. You agree that your account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn

relationship with Depositor.

6. Written Trust. Written trust accounts are established by a legally enforceable trust agreement. You represent that you are authorized under applicable law and the governing documents to open the account in the name and manner requested. The Bank will not read or attempt to interpret these trust documents. The Bank has no duty to monitor the accounts of the trustee and assumes no liability for the administration of the trust.

C. RULES APPLICABLE TO ALL ACCOUNTS

1. Correction of Errors. Any error in the description or in the amount of any deposit is subject to correction by the Bank within a reasonable time after discovery by the Bank of the error. Any deposit received from the Depositor is based on the Depositor's representation and is not an admission by the Bank that the amount or type of deposit shown was received by the Bank, or that the item is valid. The Bank shall have no duty to inspect any deposit or any deposit ticket, or inspect any deposited item not drawn on an account at the Bank to determine its authenticity, or compare the items listed on the deposit slip with the items accompanying the slip, or to perform any audit or accounting function for the Depositor with respect to such listing of items deposited. You agree that the Bank is not subject to any standard of care in taking or accepting any item for deposit. Depositor has a duty to review every statement and then report in writing any unauthorized or missing signatures, forged or missing indorsement, alteration, unauthorized payments, unauthorized debits of any kind, and all other errors upon which Depositor could make a claim to the Bank, and any such claim must be made in writing within 31 days after the statement receipt date. You agree that your statement will be deemed final and that all activity, entries, debits and balances are correct for all purposes after 31 days from the statement receipt date. Receipt date is 3 days after mailing, or when the Bank makes it available or when the Bank emails notice that the statement is available.

2. Provisional Credit. All checks or other items (as defined by the Uniform Commercial Code as adopted in the jurisdiction in which your account was opened) taken for deposit or collection or other items credited to your account or cashed against your account are done so on a provisional basis, which means any amount we credit your account for a check or item deposited or cash given is temporary prior to the payor bank or drawee bank making final payment on that check or item. This provisional credit may be revoked if final payment of the item is not made by the payor bank or drawee bank. You agree that for any item not paid, as aforesaid, or is otherwise not paid, that is returned unpaid, that we believe will be returned unpaid, or that is returned unpaid pursuant to any applicable statutory provision, operating or clearinghouse rule, the Bank may charge back the item against your account without regard to whether such item was returned within any applicable deadlines and/or proceed against you on your indorsement, transfer warranty or on any other basis permitted by law. At our option and without notice to you that an item is returned, we may resubmit any returned item to the payor bank or collecting bank for payment, but we are not required to return the item. You waive notice of nonpayment, dishonor and protest regarding any items credited to or charged back against your account or cashed for you. You further agree that regardless of any final settlement, if an item is cashed against your account or deposited to your account and is unpaid or is returned to us based upon a breach of warranty claim or any other reason, we may deduct the amount of the item from any account in which you have an interest and/or the account to which the item was deposited or against which the item was cashed, or place a hold on your account for the amount of the item until liability for the item is determined, or otherwise proceed against you. The charge back to the account credited is applicable regardless of the type of account to which you may have deposited the item. In the event you use any credit given to you for which the Bank has not received final payment, you agree that in the event the Bank does not receive final payment, you will return the credit you used. In the event the Bank has to take any action to collect those funds from you, you will pay the Bank's attorney's fees, plus any expenses and costs of collection. Regarding any provisional credit aforesaid, the Bank may also offset any such amounts against any amounts the Bank may owe you, or it may offset against any or all other accounts, or combination thereof, in which you have an interest, including but not limited to, charging any lines of credit you may have with the Bank.

In receiving items for deposit or collection, the Bank acts as your collection agent, and you agree that any obligation of ordinary care arises only at such time and in

such event as set forth in Section 4-202 of the Uniform Commercial Code as adopted in Virginia, as amended, and that all other events are preempted by those expressly provided for in Section 4-202. The Bank will not be liable for the negligence or default of any correspondent bank or other collecting bank, or for the loss of any item while in transit. You agree to maintain a description of all items deposited to your account and to furnish the same to the Bank upon request, and to fully cooperate in securing the replacement of any item credited to your account but that is subsequently lost, stolen or destroyed. Your failure to cooperate may result in either the Bank placing a hold on your account or exercising a right of set-off for the amount of the item previously credited. You agree to indemnify and hold the Bank harmless from any loss, claim or damage we incur based on your failure to cooperate with the Bank to obtain replacement of an item, any breach of transfer warranty or indorser's obligation by you or from any event associated with your deposit, transfer or cashing of a check not drawn on the Bank, with the exception of those events expressly stated in Section 4-202 and which the Bank is found to have violated. You further agree that we will not know whether final payment has been made on any check or item as defined aforesaid that is credited to or deposited to your account or transferred in any way by you to us, and that it is solely your responsibility to contact the payor bank or drawee bank of the said check or item deposited or transferred to determine if final payment was made. You also agree that the terms "cleared" or the "check cleared" or the like means nothing more than you were provided provisional credit subject to final payment, and these terms do not mean final payment of the said check or item has been made. You further agree that you may not rely on any statement by any Bank employee or agent that a check, credit or deposit has cleared or final payment was made on any check, credit or deposit not drawn on us. It is your responsibility to make such determination from a source other than the Bank.

We may refuse to accept for deposit or collection items payable in a currency other than U.S. dollars. If we accept such an item, you have risk associated with currency fluctuation. Items drawn on foreign banks are subject to final payment by the foreign bank, and as such, may be returned unpaid later than a similar item drawn on a U.S. bank. Laws and regulations governing the time for returns and collections applicable to U.S. banks may not be applicable to items drawn on foreign banks, and you bear the entire risk of a returned item, which can be charged back to your account at any time. You agree that we may use our current buying or selling rate, as applicable, when processing such an item.

3. Missing Indorsements. The Bank is authorized to accept for collection and credit to your account items made payable to any one or more of the parties in whose name your account is established, with or without indorsement. If you fail to indorse an item that you submit for deposit, the Bank has the right, but is not obligated, to supply the missing indorsement.

4. Stop Payment. A Depositor may by order to the Bank stop payment of any check or ACH payable from his or her account. The Bank must receive the stop payment order at such time and in such manner as to afford the Bank a reasonable opportunity to act on it prior to any action by the Bank with respect to the item. You agree that to be effective, the manner of any stop payment order must include certain necessary information submitted in writing that would allow a bank representative to stop payment on the item. You agree that if you inform the Bank of a stop payment at one branch, and the payee or presenter of the check presents the item at another branch on the same calendar day, that sufficient time was not afforded the Bank to honor the stop payment. For purposes of determining whether to act on a stop payment order, an item is deemed received and acted on by the Bank when it is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution, and no more than one such determination need be made. Because items are retrieved by a computer, the Depositor must inform the Bank of the exact amount of the item, the item number, date, payee, and the account number. The Bank is not responsible for failure to stop payment if the item is not defined with such reasonable certainty. A stop payment order on checks for consumer and commercial accounts is effective for 12 months from the date received and is renewable in writing for additional 12-month periods; these same restrictions apply to a stop payment order placed on any commercial ACH item. A stop payment order for any consumer ACH item is effective indefinitely or until you revoke the order. The Bank will honor a stop payment order placed by one of the Depositors of a multiple party account. You may not demand, and you are not entitled to, a stop payment on a cashier's check or certified check.

on your account has been deposited for collection in another financial institution. The Bank may determine your account balance for purposes of making a decision to dishonor an item for insufficiency of available funds at any time between the receipt of such presentment or notice and the time of return of the item, and the Bank has no obligation to make more than one such determination. To avoid NSF checks/overdrafts, you must ensure that you have sufficient funds to cover the amount of the check in your account at the time the Bank pays the item.

Account holder agrees that the use or maintenance by account holder or agent(s) of any account maintained at the Bank, including but not limited to the issuance of any check on your behalf, or your making any withdrawal or deposit to the account, will be proof that you agree to such amendments as the Bank may make to this Agreement, from time to time.

a. ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers, as adopted in Virginia, as amended. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by applicable automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Section 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account, and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

b. No Activity on Account. If you do not generate any transactions on your checking account for 365 days; your money market account for 730 days; or your savings account for 1095 days, we may charge dormancy fees, unless specifically forbidden by law. You understand that if the lack of activity continues for the period set by laws governing unclaimed property, we will pay the balance to the Commonwealth of Virginia, as provided by these laws. In the event your account is dormant for the period provided above, we may block or terminate your Debit Card privileges, thus, limiting your access and ability to make purchases.

c. Liability Limit. We are not responsible for any loss caused by events beyond our sole control, such as war, terrorism, riot, labor troubles/strikes, natural disasters, computer problems, and loss of electrical power, communication facilities, or transportation capabilities. If, for any reason, we do not process a transaction in accordance with the terms of this Agreement, our liability shall not exceed the amount of the transaction.

8. Right to Close Account. The Bank may close any account with or without cause at any time. The Bank shall give the Depositor either oral or written notice of its intent to close the account, as the Bank deems appropriate in its sole discretion. If notice is given in writing, the notice will be forwarded to the Depositor's last address as shown on the Bank's records. In the case of oral notice, the Depositor shall have five (5) days from the date of notice to withdraw all available funds from the account, except those funds necessary to clear any previously issued but unpaid items. In the case of written notice, the Depositor shall have seven (7) days from the date appearing on the notice to withdraw all funds from the account. Upon notice, you must cease writing checks against your account, and you shall immediately provide to the Bank a list of all items issued against the account that have not been paid by the Bank. Your failure to do either or to otherwise protect your own interests or to mitigate any damages shall relieve the Bank of all liability resulting from closing your account. The Bank shall not be liable for dishonoring any items written after the notice date or in the event you failed to leave sufficient funds to clear any previously issued but unpaid items. In the event the Depositor has not withdrawn all funds from the account to be closed within those time limits, the Bank will close the account and mail the Depositor a check for such funds remaining in the account, after deducting all applicable fees and charges, to the Depositor's last address shown on the records of the Bank. In addition,

should the Bank close your account and remit the funds to you, the Bank may without recourse or liability return all items subsequently presented for payment against your account. Closing the account does not release the Depositor from the payment of accrued fees or liability for items that may not have been processed. The Bank may in its discretion close an account without prior notice to the Depositor if the account has a negative balance, or if the Bank believes it to be insecure or that it could be subject to any type of loss or liability by allowing the account to remain open, or if the Bank has a reasonable basis to believe that the Depositor is involved in an activity that may result in a loss to the Bank. No action or inaction by the Bank or on its behalf shall be construed as a waiver by the Bank of its right to close an account for a reason which constitutes cause; shall be a waiver prospectively of the Bank's right at a later time to close the Depositor's account for the same or similar reason; or shall be a waiver of any of the Bank's rights or remedies. All demand deposit accounts with a negative or zero balance and no activity for 62 consecutive days may be closed by the Bank without notice. All savings accounts with a negative or zero balance and no activity for 92 consecutive days may be closed by the Bank without notice. The Bank further reserves the right to reject any deposit which is made to a closed account by returning the item or by crediting the item to another active account of the Depositor at the Bank. The Bank reserves this right notwithstanding that the deposit may have been processed at its data processing center and/or the Depositor was given a receipt for the deposit. The deposit receipt shall not constitute acceptance of funds in such instance, and the Bank shall have no liability to the Depositor for any checks returned unpaid which are drawn on a closed account, even if the Depositor attempts to make a deposit to the account.

9. Business Day. "Business Day" means any day on which the Bank is open to the public for transacting banking functions and activities, but in no event shall include Saturdays, Sundays and federal holidays.

10. Statements. A statement describing all debits, credits, interest earned, annual percentage yield earned, fees and other entries made to an account will be made available by the Bank to the Depositor, and may be made available to the Depositor by any means the Bank, in its sole discretion, deems suitable, including but not limited to, being mailed by first-class mail to the Depositor at the last address for the Depositor shown on the Bank's records, or sent by electronic means. Statements will be prepared at regular intervals depending on your account type. However, at our discretion, we may elect not to prepare or make a statement available if there is no activity on your account. Depositor shall be deemed to have received the statement at the time it was made available by the Bank.

You shall notify the Bank immediately if you do not receive your statement within ten (10) days after the date your statement is regularly made available to you (for example, if your statement is regularly made available on the 1st day of the month and you have not received your statement by the 11th day of the month, you should immediately notify the Bank). The failure to receive your statement shall not relieve you of your responsibility to review the transactions on your account or may not operate as a waiver of any defense provided to the Bank in this Agreement or by law, given that your account information is available at any of the Bank's branches and also through the Bank's Online Banking portal. You agree that, unless prohibited by law, the Bank may use a copy of any bank statement, cancelled check, deposit or other account record, document or transaction, including loan documents, contained in the Bank's records, in lieu of the original, in any litigation involving the Bank, including but not limited to, introducing such copy into evidence. The Bank may make the account statement available to the Depositor unaccompanied by items credited to or paid from the account. Copies of items may be made available upon request subject to any applicable fees, and your duty to review your account transactions and report unauthorized transactions or to discover and report unauthorized or missing signatures or altered or unauthorized or missing indorsements and notify the Bank of such shall not be affected or limited by the fact that the Bank does not include cancelled or paid checks with your bank statement. The Bank shall not be liable for any damages sustained by you as a result of your failure to promptly notify the Bank of any change of your mailing address or electronic mail address, your failure to notify the Bank that you did not receive your statement, or your failure to make arrangements to receive your statement.

11. Forged or Unauthorized Transactions.

a. Duty to Safeguard your Account. You have a duty to safeguard your account

(including any credit accounts), account information, checks, signature stamps, account security codes, usernames, passwords, Personal Identification Numbers ("PINs") and personal identification. You agree to report any lost or stolen checks or any unauthorized transactions on your account immediately upon discovery. If you permit any person to have access to any place in which you store your checks, you agree that your failure to keep your checks secure shall constitute negligence substantially contributing to any unauthorized signature, unauthorized indorsement or unauthorized debit, and the Bank shall not be responsible for transactions resulting from such negligence, including any items that are subsequently stolen or forged. You agree to place a stop payment order on any lost or stolen check if such item has not already been paid. The Bank shall also not be responsible for paying any such item in the event you failed to report the item or request a stop payment order in a timely manner.

You agree to keep any account information, security code, username, password, PIN or personal identification used to access your deposit or credit account(s) secure and strictly confidential and not to disclose such information to any other person. You must notify the Bank immediately and in writing if this information is lost or has become known to, or been used by, an unauthorized person. You acknowledge that the Bank has no method to determine whether a transaction conducted with use of a valid name, account number, security code, username and password or personal identification is improper, and therefore, you authorize the Bank to complete any transaction involving your account made with the use of such information. Subject to applicable law, you agree to be responsible for any transaction initiated with the use of a valid name, account number, security code, username, password or personal identification, and agree that the Bank shall have no liability for any loss, claim or damage you sustain as a result of the use of your security code, username, password or personal information described above whether such transaction was authorized or not. You further agree that should you at any time provide account information, security code, username, password, PIN or personal identification used to access your deposit or credit account(s) to any individual or you allow anyone to issue, sign or indorse any item against your account or on your behalf, you will be responsible for all debits, draws or other withdrawals by not only that individual but all such other persons who obtained such information by, from or through such individual, until such time as the Bank receives a written statement revoking the authority of such individual or person and directing the closing of the account. You must maintain a written receipt issued by the Bank confirming receipt of such notification. These rules apply to all checking, savings, or credit accounts in which a check, draft or other access device may be used to withdraw or transfer funds.

b. Duty to Review Account Statement. You agree to review your account statement within 30 days from the date the statement was received by or made available to you, as set forth above. Because you are in the best position to discover an unauthorized signature or indorsement, a missing indorsement, any alterations or any counterfeit item, you agree that, without regard to care or lack of care by you or the Bank, the Bank will not be liable for paying any such item, and you will be precluded from any recovery from the Bank if you have not reported in writing an unauthorized signature or indorsement, a missing indorsement or any alterations or any counterfeit item to the Bank within 31 days from the statement receipt date or the date the statement was received by, or made available to you, as set forth above. The Bank will also not be liable for forgeries on your account committed by the same person if you fail to report the first forgery(ies) within 31 days from the statement receipt date or the date statement was received by or made available, as set out above, of the statement containing the first forgery(ies). If you choose not to receive your statements, you remain responsible for reviewing and reporting any errors within the time periods set forth herein. If you no longer reside or are otherwise not present at your account mailing address, you agree to remain fully responsible for your obligations herein, as set out in this Agreement. Except as otherwise expressly provided by this Agreement, such absence under any circumstance shall not be deemed as a waiver of any of your obligations or the Bank's defenses as provided in this Agreement or by law. If you receive substitute checks, you should refer to the specific provisions below addressing substitute checks. The Check 21 Act provides that substitute checks, as opposed to original or imaged copies of checks, may be returned with your periodic bank statements. Any indemnity provide for by the Check 21 Act protects against losses that

any recipient of a substitute check suffers due to receipt of a substitute check, instead of an original check. Nothing herein is intended to limit any of your responsibilities as stated in this Agreement.

c. Duty of Care. You agree that you will exercise ordinary care in handling your account. In exercising ordinary care, you shall have the duty, consistent with the time periods set out in this Agreement: carefully examine your bank statements and any enclosed items as aforesaid, and discover any fraudulent or unauthorized transactions, forgeries of all kind, or counterfeit items and if discovered, notify the Bank promptly of the aforesaid to reconcile timely your bank statement; detect any other account discrepancies including any missing or diverted deposits; implement security precautions regarding the use and access of your account through any access device including checks, drafts or security codes, usernames, passwords, or other PINs; implement security precautions regarding the use and access of any signature stamp; conduct background checks on any individual to whom you grant the authority to prepare your checks or reconcile your bank statements; independently review the work of any person who is responsible for reconciling your bank statement and preparing checks on a monthly basis; and comply with all other duties imposed on you under this Agreement or under applicable law. Your failure to perform any of the aforesaid duties shall be considered by you and the Bank as an act by you that substantially contributes to any unauthorized payment or unauthorized indorsement or alteration of any item claimed by you against the Bank and shall be considered as a failure to exercise ordinary care and such negligence will preclude you from asserting any claim that the Bank is liable for any such unauthorized transaction.

You acknowledge that the Bank processes its checks by automated means and is under no duty to examine each item presented for payment. You acknowledge that the Bank's signature verification procedure applies to all items presented for payment against your account, including checks or other withdrawal orders presented directly over the counter at any branch location. You agree that such automated check payment and notification procedure is commercially reasonable. You and the Bank, pursuant to applicable law, therefore agree that the Bank shall be deemed to have exercised ordinary care, if it adheres to a standard of manual or mechanical examination of a random sampling of items being processed for payment. These items may represent a sampling or selection of items drawn on all accounts, or items which meet certain minimum criteria established by the Bank for manual or mechanical inspection (such as large amounts) which the bank in its sole discretion shall select. The Bank's policies and procedures for processing checks shall not by themselves establish a standard of care and the Bank's failure to follow its internal policies and procedures is not evidence that the Bank failed exercise ordinary care. The Bank shall be deemed to have acted with ordinary care and in accordance with reasonable commercial standards in paying any forged or altered items where the unauthorized signature, indorsement or alteration could not be detected by a person exercising reasonable care. If you use a facsimile, or stamped signature or other mark that is not a handwritten signature, you acknowledge and agree that the Bank may honor any additional use of an actual or purported facsimile signature (whether or not made by facsimile), if the signature resembles a facsimile specimen signature that has either been filed with us or is a facsimile signature actually used by you, and in such case, the Bank may pay the item presented. The Bank may honor the signature and pay the item presented, regardless of who places that signature on the item (whether or not authorized) or by whatever means the actual or purported facsimile signature (whether or not authorized) was made, so long as the signature resembles the actual facsimile signature. Because facsimile signatures may appear similar, if any signature on a check or other payment order resembles a facsimile signature filed with us or used by you, we may pay the item and charge your account for the item. If you use a facsimile signature, you bear the risk of unauthorized use of your facsimile machine or the use of the fake facsimile signature or signatures that appear to be facsimiles.

Further, you agree that we have no opportunity to examine signatures on items and that you waive any requirement of multiple signatures. You further agree that in no circumstance may we be held liable for our processing of items that requires multiple signatures unless we have affirmatively agreed to do so in

writing signed by an authorized Bank Officer.

d. Protection Against Unauthorized Items. You acknowledge that there is a growing risk of losses resulting from unauthorized items.

We offer several services that provide effective means for controlling the risk from unauthorized items, including:

- Positive Pay, Positive Pay with Payee Validation, or Reverse Positive Pay;
- ACH Fraud Filter; and
- ACH Block.

In addition, there are other fraud prevention practices that may reduce your exposure to fraud and that are considered to be industry “best practices.” One example of such a best practice is dual custody, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before the modification takes effect.

If you: (a) either decide not to use the recommended services or other best practices or (b) fail to use the recommended services or other best practices in accordance with the applicable service description or our other documentation applicable to the service or best practice, you will be considered to have assumed the risk of any losses that could have been prevented, if you had used the recommended service or best practice in accordance with the applicable service description or applicable documentation.

In addition, you agree to take reasonable steps to ensure the integrity of your internal procedures with respect to your account and items drawn on your account or deposited to it, so as to prevent embezzlement and protect your business assets. Accordingly, we recommend that you:

- Assign responsibilities for your account to multiple individuals. Those who reconcile statements for your account should differ from those who issue items drawn on your account.
- Reconcile statements for your account as you receive them and notify us immediately of any problem.
- Contact us promptly if you do not receive the statement for your account when you would normally expect it.
- Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of checks at all times. Stolen check items are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling your account or making deposits.
- Review your transaction activity for unexpected fluctuations.
- Destroy any check that you do not intend to use.
- Use tamper resistant check items at all times.
- Notify us immediately when an authorized signer’s authority ends, so that his/her name can be removed from all signature cards and online banking access, and any cards we have issued to him/her can be canceled.
- Do not sign blank checks.
- Obtain insurance coverage for these risks.

e. Limitation to File Claims. You agree that no legal proceeding or action may be commenced against the Bank to recover any amounts alleged to have been improperly paid out of your account due to any unauthorized signature or indorsement, any alteration or any other fraudulent or unauthorized transaction unless you have timely provided the written notices as required herein and any related proceeding or action is commenced within one year from the statement receipt date or the date the statement was received by or made available to you, as set out above, containing the unauthorized transaction. As used herein, a proceeding or action is commenced when you file suit in a court of competent jurisdiction, or if the action is subject to arbitration, when you give the Bank written notice of such action. Depositor agrees the applicable statute of limitations for such suits is one year, and any proceeding or action not brought within one year from the date of the statement receipt date or the date the statement was received by or made available to you, as set out above, containing the first unauthorized transaction is thus barred.

f. Duty to Cooperate. If you report any unauthorized transaction on your account, you agree to cooperate with the Bank in its investigation of the claim. This includes preparing an affidavit or statement containing whatever information the Bank requires concerning the account, the transaction and the circumstances surrounding the loss. You also agree to file a criminal report and testify against any suspected wrongdoer, and failure to do so will waive any claims you may otherwise have against the Bank. In addition, if you enter into any settlement, compromise or restitution agreement with the wrongdoer without the consent of the Bank, you will waive any claims you might otherwise have against the Bank based on losses resulting from the wrongdoer’s conduct. The Bank may reverse any credit or reimbursement should you fail to file a criminal report or refuse to testify against the wrongdoer, as required by this Agreement.

g. Assignment of Insurance. You agree to pursue all rights under any insurance policy you maintain before making a claim against the Bank in connection with any unauthorized banking transaction. You agree to provide the Bank with all necessary information about any insurance coverage, including the name of the applicable insurance carrier, the policy number, the policy limits and applicable deductibles. The Bank’s liability, if any, will be reduced by the amount of any insurance proceeds you are entitled to receive. At the Bank’s request, you agree to assign your rights under any insurance policy to the Bank.

h. Limitation of Liability. You agree that the Bank has a reasonable time to investigate the facts and circumstances surrounding any claimed loss and that the Bank has no obligation to provisionally credit your account. Except as otherwise expressly provided herein, the Bank’s maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could not have been realized by the use of ordinary care. In no event shall the Bank be liable for special or consequential damages, including attorneys’ fees incurred by you. You agree to indemnify the Bank for all losses the Bank may suffer as a result of any forgery or alteration to any item drawn against or deposited to the account that is forged or altered in such a way that such forgery could not be reasonably detected by the Bank.

12. Stale Items or Special Conditions for Payment. The Bank is not obligated to pay items drawn on any account that are presented more than six months after the date set forth on the item; however, if the Bank does in its sole discretion pay any such items, it may charge your account for such items. Depositor acknowledges that the Bank is not obligated to limit payment of items for a certain dollar amount or otherwise upon special conditions such as, but not limited to, the number of signatures and that only one signature is required by the Bank to pay any item.

13. Right of Setoff. You hereby assign and grant to the Bank a security interest in all of your accounts at the Bank as security for any obligations to the Bank, existing now or in the future. The Bank reserves the right of setoff against any of your accounts, including lines of credit, without prior notice to you, to repay any debt or obligation owed to us by you or any co-owner of your account as principal, indorser or guarantor. This means that we have the right to apply part or all of the funds in your account for the satisfaction of any debt you or any co-owner of the account owes us. Should your account have overdraft protection or if you have a credit line, we may draw on either to pay any amounts you may owe the Bank. If your account is an individual account, our right of setoff may be exercised to repay your debts, whether they are owed by you individually or jointly with others. All of the funds in a joint account may be used to repay the debts of any co-owner, whether they are owed individually, by a co-owner, jointly with other co-owners, or jointly with other persons or entities having no interest in your account. Debts subject to our right of setoff include those owed by you from another joint account in which you are a co-owner even though the debt may not have been directly incurred by you, as well as debts for which you may only be secondarily liable. Our right of setoff also applies: (i) when we cash a third party check that is returned to us unpaid for any reason or is counterfeit; (ii) to cover overdrafts created in any account held by you or in which you have an interest whether or not you consented to the overdraft or are otherwise responsible for it; (iii) to recover service charges or fees owed by you or any joint owner of your account; and (iv) to reimburse the Bank for any costs or expenses in enforcing its rights, including, without limitation, attorneys’ fees and the costs of litigation. We may exercise our right of setoff even if the withdrawal results in an early withdrawal penalty or the dishonor of subsequent checks. You agree that

the Bank will not be liable for dishonoring items presented against your account when the exercise of our right of setoff results in insufficient funds in your account to cover the items. Our right of setoff may be exercised before or after the death of an account holder and may follow the proceeds of any other account held at the Bank.

Failure of the Bank to exercise its right of setoff as provided herein, on any occasion, when the right arises does not affect the Bank's right to exercise its right of setoff at a later time for the same occurrence or for any subsequent occurrence. The security interest granted by this Agreement is consensual and is in addition to the Bank's right of setoff. Certain federal or state laws may be interpreted to protect funds received from federal or state agencies from setoff. Unless protected by law, you agree that our right of setoff applies to all funds deposited into your account, including funds received from the Social Security Administration and other federal or state agencies. By continuing to deposit these funds into your account, you agree to allow the Bank to exercise its right of setoff against these funds, and you waive your right to assert any claim or defense that these deposits are exempt from setoff based on any federal or state law, rule or regulation. This right of setoff does not apply if prohibited by the Military Lending Act, or its implementing regulations, or any other law.

14. Postdated Items. You should not issue a postdated check or item. The Bank is authorized to disregard the date that appears on an item submitted for payment from your account. The Bank is not bound by notice of a postdated item. The Bank shall not be responsible for paying the item and debiting your account prior to the date on the item, regardless of whether or not the Bank has received notice of the postdated item. If the Bank re-credits your account after paying a postdated check, you agree to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist the Bank in any legal action taken against that person.

15. Incomplete or Conditional Items. The Bank may pay or refuse to pay any item which is incomplete or where, by its terms, payment is conditional and the requisite condition has not been satisfied. For example, we may pay or refuse to pay a check which states, "void after 30 days," even though the check is presented more than 30 days after its date. You agree that the Bank will use, as the Bank has adopted, automated collection and payment procedures for processing items. These automated procedures rely primarily on information encoded onto each item in magnetic ink. You agree that in paying or taking a check for collection, the Bank may disregard any information on the check that it is not required by law to review.

16. Non-Sufficient Funds/Overdrafts. An NSF/overdraft results when your account has insufficient funds to cover a check, personal withdrawal, automatic transfer, electronic transaction (e.g., ATM or point-of-sale purchase), returned deposited item or any other electronic purchase, payment check or debit presented against your account for payment. You will not be notified prior to the occurrence of an NSF/overdraft. You are in the best position to ensure that your account has sufficient funds to cover any check or other debit by maintaining an accurate and current record of your deposits and withdrawals. You have the ability to confirm your account balances through any ATM, Online Banking or by contacting any branch prior to writing a check, withdrawing cash, or initiating any electronic or debit transaction. If you fail to reimburse the Bank for any NSF/overdraft amounts and related fees, the Bank may recover from you the expenses it incurs in collecting the NSF/overdraft and any related charges including, without limitation, attorney's fees and legal costs. The payment of one or more NSF/overdrafts does not obligate the Bank to honor or pay future NSF/overdrafts, and you should not rely upon the Bank to honor or pay any NSF/overdraft. As to any account with multiple owners, each owner agrees that they are jointly and severally liable for any NSF/overdraft paid by the Bank. Each owner also agrees that the Bank may debit funds from any other account held by such owners to repay the NSF/overdraft and any related fees, attorneys' fees and legal costs.

17. Automatic Transfer Authorization for Insufficient Funds. Automatic Transfer Authorization is a service that the Bank may provide and that may result in the automatic transfer of funds to a qualifying checking account to cover NSF/overdrafts pursuant to one or more of the following methods: (i) the transfer of funds from a designated savings account; or (ii) the transfer funds from a designated checking account. Transfers made from a designated savings account are limited to six

withdrawals per calendar month. These transfer limitations and other terms and conditions governing the designated savings account are more fully described in the Truth in Savings disclosure provided by the Bank at the time of account opening.

The Bank reserves the right to return any NSF/overdraft that cannot be covered by an automatic transfer from your designated account. Any NSF/overdraft that cannot be covered by an automatic transfer will be subject to the Bank's current NSF/overdraft fee.

18. Legal Process Against Your Account. The Bank has the right to comply with any tax levy, attachment or garnishment request from the Internal Revenue Service, any state department of revenue or any other government agency, as well as any legal process, lien, levy, attachment, garnishment, subpoena, or other process issued by or through any court, without having to determine whether such process was properly issued, properly served or of any legal effect. The Bank may honor such lien, levy, attachment, garnishment, subpoena or other process to the extent that the Bank itself has no claim to the money in your account. The Bank may freeze any account until such time as it is instructed to release the funds subject to lien, levy, attachment or garnishment, subpoena or other process until the Bank remits, or is ordered to remit, the funds to the appropriate government agency or department, court or judgment creditor.

The Bank is also authorized, upon receipt of any notice of lien, levy, attachment, garnishment, execution or other legal proceeding relating to you or your account, to withhold payments up to the balance in your account as may be the subject of such notice or process and to pay such amount to the court, creditor or other party in accordance with applicable state or federal law. You agree that the Bank is not required to make an independent determination as to whether such process is proper, and that the Bank may attach the account and place a hold on the funds in the amount identified in the process, unless otherwise directed by the party who caused the process to be issued or by order of a court of competent jurisdiction. The Bank may also, in its discretion, place a hold on your account for a reasonable period of time to provide the parties or the Bank with an opportunity to file any additional legal proceedings or to informally resolve the action involving the account. You understand and agree that the Bank will not be liable for dishonoring checks, drafts or other items because of insufficient funds in your account as a result of a hold being placed on your account or resulting from service charges, setoffs, levies, garnishments, lien claims or other legal process. If the Bank incurs any expense, including, without limitation, administrative costs, attorneys' fees or any costs of litigation in responding to any legal proceeding or process relating to you or your account that is not otherwise reimbursed by you, the Bank may charge such expenses to your account without prior notice or future liability to you. In addition, the Bank may deduct a fee prior to complying with any legal process served on your account. If there are insufficient funds in your account to reimburse us fully for any of the aforesaid, you will be liable for the balance. Any legal action against your account is first subject to the Bank's security interest and right of setoff. All funds held in a joint account may be used to satisfy any legal process against you or your account, notwithstanding any claim or assertion of actual ownership of the funds in the account. In the event the Bank finds it necessary in its sole judgment to retain counsel to address any lien, levy, attachment, garnishment, subpoena or legal process affecting or regarding your account, you agree that you will be liable to the Bank for all costs, expenses and fees thereof and that the Bank may charge or offset any of your accounts or any account in which you hold an interest. You further agree that should the Bank charge any account in which you hold an interest for any charge, cost, fee, or expense, as permitted under any provision of this Agreement or by law, that you will fully indemnify the Bank should any other party in interest to such account make a claim upon the Bank for such charge or offset.

19. Disputes Concerning Your Account. If we have been notified, or we reasonably believe there is a legitimate dispute among any parties who have or claim an interest in your account, including the Bank, we may, at our discretion: (i) continue to rely on the signature cards, resolutions and other account documents in our possession; (ii) freeze all or any portion of the funds we deem appropriate until the dispute is resolved; (iii) initiate a complaint for interpleader and/or pay the funds into an appropriate court for resolution of the ownership or control of the account or funds therein; (iv) honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim; or (v) close the account and pay any proceeds

to: (a) any party who has or claims an interest in the account; or (b) the account owner(s) as indicated in our records. The Bank has a right to freeze or place a hold on your account thereby prohibiting any type of withdrawal or transfer from the account and/or preventing any deposits or credits from being made to the account. The Bank's right to freeze or place a hold on your account shall also apply if the Bank, in its sole discretion, believes: (i) that it has a claim against you or the funds in your account or an event has occurred or is reasonably expected to occur which will result in the Bank having a claim or dispute against you or the funds in the account; or (ii) that placing a hold on the account will best protect the interest of any one of the Depositors or signers on the account; or (iii) that placing a hold on the account would protect the Bank from any claims regarding disposition of the funds in the account. You further agree that as a result of a hold being placed on your account, the Bank shall have no liability based on any item that is returned unpaid, causes the account to go into overdraft status, results in any other item being declared an "NSF/Overdraft Item" or causes any other loss or damage. Further, all expenses and costs incurred by the Bank, including its actual attorney's fees, may be deducted, without prior notice to you, from the balance of your account(s) before the funds are deposited with the Court or otherwise disbursed as set out herein. In the event that the Bank does not deduct such costs and expenses prior to depositing the funds with the Court, you agree that such amounts shall be paid from the funds so deposited, or if there are not funds available, you agree to pay the Bank such amounts upon demand. You further agree that should you permit any person to issue or sign any check against your account or indorse or deposit any check without indorsement, the Bank, at its sole option, may rely upon such authorization for all subsequent checks issued, signed, indorsed or deposited by that person.

20. Responsibility for Bank's Expenses. You shall be liable to the Bank for any loss, costs or expenses, including, without limitation, all attorneys' fees, the costs of litigation, and the costs to prepare or respond to subpoenas, depositions, child support enforcement matters (all as incurred by the Bank), or other discovery that the Bank incurs as a result of any dispute or any subpoena served on the Bank involving you or your account, and you authorize the Bank to deduct any such loss, costs or expenses from your account without prior notice to you. This obligation includes, but is not limited to, disputes between you and the Bank involving the account and circumstances where the Bank becomes involved in a dispute between you and any authorized signer, another joint owner or a third party claiming an interest in the account. It also includes circumstances where you, an authorized signer, another joint owner or a third party take action with respect to the account that causes the Bank, in its sole discretion, to seek the advice of counsel, whether or not the Bank actually becomes involved in a dispute.

21. Death or Incompetence. Neither a Depositor's death nor a legal adjudication of incompetence revokes the Bank's authority to accept, pay or collect items until the Bank is notified of the fact of death or of an adjudication of incompetence and thereupon has a reasonable opportunity to act on it. Even with knowledge the Bank may, for 10 days after the date of death, or adjudication of incompetence, pay checks drawn on or before said date, unless ordered to stop payment by a court of competent jurisdiction.

22. Delayed Return of Item. The Bank will not be liable to the Depositor because an item deposited into your account is returned after the time set by applicable law if the delay in returning the item is caused by markings on an item in the space reserved for the depository bank's indorsement that were made by the Depositor or a prior indorser. Similarly, you will be liable to the Bank for any loss or expense, including, without limitation, attorneys' fees we incur because we are unable to properly return an item drawn on your account within the time set by applicable law, where the delay in properly returning the item is caused by markings on the item in the space reserved for the depository bank's indorsement.

23. Items Payable Jointly. If an item is drawn so that the number of required indorsements is unclear, only one indorsement shall be required, and the Bank shall not be liable for any loss incurred by the maker as a result of the item being paid with only one indorsement.

24. Relationship of Bank and Depositor. When you open any account with the Bank, a debtor/creditor relationship is created. Opening an account with the Bank does not create a fiduciary relationship between the Bank and the Depositor. You

shall not assert any claim against the Bank based on an assertion that the Bank serves in a fiduciary capacity. You agree that the Bank may close your account at any time, without recourse, and that you will fully indemnify the Bank in the event the Bank does close your account, when such closure is not at your request. You agree that when opening an account we may verify your credit history by obtaining a credit report from a credit reporting agency. We may also verify any information given to us when opening the account. You should be aware that Section 326 of the USA PATRIOT ACT requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or changes an existing account. This federal requirement applies to all new customers. When you establish a formal banking relationship with the Bank or any of its subsidiaries, we will ask for your name, street address, and other identifying means that will allow us to identify you. In certain cases, the Bank and its subsidiaries may use a third party to help establish your identification. You agree to provide the required identification documents upon request. In some cases, identification will be requested from those who have previously established relationships with the Bank or its subsidiaries, prior to the adoption of the USA Patriot Act, in the event original documentation was not obtained at that time. In all cases, we promise to protect your identity and confidential information. Failure to provide the required identification documentation shall result in the Bank's denial of the account opening and may result in closure of any account that has been opened.

25. Credit Verification. You agree that we may verify your credit and employment history by any reasonable means, including our request of a credit report prepared by a credit reporting agency.

26. Recording. By maintaining an account with the Bank, you authorize us to record your communications with us. If you authorize someone to do business with us on your behalf, such as by power of attorney, you will be responsible for obtaining their authorization to our recording their communications with us.

27. Nonconforming Requests; Account Closure and Reclassification. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), the Bank may, in its sole discretion, close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

28. Preauthorized Demand Drafts. A preauthorized demand is a type of bank draft used by telemarketers and sales representatives who sell goods and services through the telephone, mail or other electronic means. Drafts are used to obtain funds from your account without your issuing a check or getting your signature on the draft. In lieu of a signature, a legend such as "Payment Authorized" or "No Signature Required" may appear on the draft. If you give a telemarketer or any other party information about your account, including your account number, or other magnetic ink character recognition (MICR) data, and any of this information is thereafter used to debit your account, you authorize the Bank to pay such items. You agree to accept responsibility and liability for the amount of any drafts debited from your account. You may cancel this authorization only by giving a valid and timely stop payment order to the Bank in accordance with the terms of this Agreement.

29. Dual Signatures/Special Purpose Accounts. Signature cards, banking resolutions or other documents may contain language that requires two or more signatures for items drawn on the account or an indication that the account is established for a special purpose. Notwithstanding any such language, or any prior understanding between the Bank and the Depositor(s), you agree that any such provision or prior understanding is solely for your personal or internal control purposes and does not bind the Bank in any way. As long as an item bears at least one authorized signature, the Bank will not be liable to you if the Bank pays an item which does not include any additional signature(s) or which is not used for the special purpose indicated.

30. Power of Attorney. The Bank has the discretion to accept or decline any Power of Attorney. If we accept a Power of Attorney, we may continue to recognize the authority of your Attorney-in-Fact until we receive and have a reasonable opportunity to act upon notice of your death or written notice of revocation or termination of the Power of Attorney. On a case-by-case basis, we reserve the right to restrict the

nature or size of the transactions the Attorney-in-Fact may conduct on your behalf and to require that you appear in person to conduct such transaction, but you agree that the Bank is not obligated to do so. The Bank further reserves the right to permit you or any authorized signer on your account to conduct transactions against the account even if the Bank has previously recognized a Power of Attorney with respect to the account. The principal shall maintain access to an account opened in his/her name under a Power of Attorney despite not having signed a signature card.

31. Waiver of Jury Trial in Litigation. You agree to waive any and all rights to a trial by jury.

32. Remotely Created Checks. Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

33. Restrictive Legends. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

34. Examination of Items. You agree that we are not required to comply with any restrictive legend on any item, such as, "void if not cashed within 90 days," "payment in full," or any other marking that is not one of the following: drawee bank name and location, payee name, endorser name, drawer signature, and the magnetic ink characters across the bottom front of the item. You will not hold us responsible for any item's late return caused by an indorsement stamp or other marking outside the area allowed for it by law. You agree that we did not fail to exercise ordinary care because our procedures do not require sight examination of each item with an amount below a figure we set periodically.

D. NON-INTEREST BEARING ACCOUNTS

The Bank offers various non-interest bearing demand deposit accounts, each with different features and characteristics. In addition to the applicability, if not otherwise prohibited, of the forgoing terms of this Agreement to such accounts, you should refer to your local branch for details, including any limitation on the number of transactions, minimum balance requirements to avoid periodic fees, monthly maintenance charges and other features and characteristics of each account.

E. INTEREST BEARING TRANSACTION ACCOUNTS

The Bank offers interest bearing accounts. In addition to the applicability, if not otherwise prohibited, of the forgoing terms of this Agreement to such accounts, you should refer to your local branch for disclosures, interest rates and the Pricing Guide.

1. Annual Percentage Yield. The Annual Percentage Yield ("APY") is a measure of the total amount of interest paid on an account based upon the interest rate and frequency of compounding. The APY is expressed as an annualized rate, based on a 365-day year or a 366-day year in a leap year if interest is earned or anticipated to be earned on February 29. Accounts opened after February 29 in a leap year earn interest based on a 365-day year.

The APY calculation is based upon the actual number of days in the term of the account; however, for accounts without a stated maturity date, the calculation is based on an assumed term of 365 days.

In making the calculation, the Bank assumes that all principal and interest remain on deposit for the entire term and that no other transactions (deposits or withdrawals) occur during the term. For variable-rate accounts, the Bank's calculation is based only on the initial interest rate in effect when the account is opened (or advertised), and assumes that this rate will not change during the term.

2. Variable Rate Accounts. Except as otherwise provided, interest bearing transaction accounts will be variable rate accounts. Accordingly, the interest rate and APY may change at any time and in our sole discretion.

3. Compounding and Crediting of Interest. Interest shall begin to accrue no later than on the business day the Bank receives credit for the deposit of non-cash items (for example, checks), in other words, interest is paid on collected balances. The Bank relies upon the available schedule of the Federal Reserve Bank to establish when credit is received for the deposit of non-cash items. Depending upon the specific account, interest is compounded and credited monthly or quarterly. You should refer to the Truth in Savings disclosure for specific account information. If your account is closed before interest is credited, you will not receive the accrued interest.

4. Balance Calculation. We calculate interest on the full amount of the collected balance in your account each day. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected balance in the account each day.

5. Tiered Interest Rate. Tiered interest rate disclosures are contained under separate account descriptions and disclosures, when applicable.

6. Withdrawal Notice. We reserve the right to require at least seven days' written notice prior to withdrawal of all or part of your deposited funds. This right applies to all savings, money market and Negotiable Order of Withdrawal (NOW) accounts. You should refer to the Truth in Savings account disclosure for details on limitations on account transactions.

7. Transfers and Withdrawals. You may make transfers and withdrawals to or from your account in any amount and by any means acceptable to the Bank. Savings, money market and NOW accounts are all subject to the Bank's right to require seven days' written notice prior to withdrawal. In addition, Regulation D may require the Bank to place transaction limitations upon certain interest bearing accounts. You should refer to the Truth in Savings account disclosure for details on limitations on account transactions.

F. CERTIFICATES OF DEPOSIT

1. General Applicability. The terms, conditions and disclosures set forth above and hereafter apply to all Certificates of Deposit, unless the terms, conditions and disclosures indicate that they are applicable only to a specific type of Certificate of Deposit, or where the terms and conditions are superseded by terms and conditions set forth on the Certificate, or in some other written contract entered into at the time of the initial deposit, such as an Individual Retirement Account, if not otherwise prohibited. For purposes of this section, "term" shall apply to the number of days or months for which the Depositor agrees to have funds remain on deposit at the Bank; "maturity" and "maturity date" refer to the last day of the term of the Certificate of Deposit. These disclosures are in addition to the interest rate schedule, the Pricing Guide and the Certificate of Deposit.

2. Calculation of Interest: Compounding and Crediting. Interest on all Certificates of Deposit shall begin to accrue no later than the business day we receive credit for the deposit of non-cash items. We calculate and accrue interest on the full amount of the collected balance in your account each day. We use the daily balance method to calculate the interest on your account, and this method applies a daily periodic rate to the principal in the account each day. The Annual Percentage Yield (“APY”) assumes all interest paid will remain on deposit until maturity. A withdrawal prior to maturity will reduce earnings. Interest on all Certificates of Deposits is compounded daily.

3. Fixed Interest Rate. Certain Certificates of Deposit pay the rate of interest for the term of the Certificate of Deposit, as disclosed at account opening or in the renewal notice for each automatic renewal.

4. Variable Interest Rate. Variable Interest Rate Certificates of Deposit pay the initial rate of interest disclosed at account opening or in the renewal notice for each automatic renewal period. After the expiration of the initial interest rate, each Certificate of Deposit is subject to interest rate and APY changes determined at our discretion, based upon the terms of the individual type of Certificate of Deposit.

5. Renewal. All Certificates of Deposit automatically renew at maturity upon the same terms and conditions as set forth for the original Certificate of Deposit, except for the interest rate, and for any terms and conditions that may have been offered as a promotion for the original term or that may have been modified by the Bank prior to renewal upon proper notice. You may change the term of a Certificate of Deposit by notifying the Bank during the 10-day period beginning after the renewal date. Thereafter, the Certificate of Deposit will automatically renew for the modified term. Partial withdrawals of principal and interest may be made at renewal. Additional deposits and partial withdrawals of principal and interest may be made for 10 calendar days beginning on the day of renewal.

6. Redemption. The following restrictions apply to the redemption of a Certificate of Deposit without penalty and the payment of interest after maturity:

a. Automatically Renewable Certificates of Deposit. An automatically-renewable Certificate of Deposit may be redeemed without penalty for 10 calendar days (including the maturity date). If the Certificate of Deposit is redeemed within 10 calendar days, interest will be accrued and paid at the current rate for Certificates of Deposit of the same term, type and amount through the date of redemption. If not redeemed within 10 calendar days (including the maturity date), interest shall accrue at the current rate for Certificates of Deposit of the same term, type and amount.

b. Early Withdrawal of Interest. With the Bank’s consent, you may make a withdrawal of all or part of the accrued interest on a Certificate of Deposit prior to its maturity date, without penalty. A withdrawal of interest will reduce earnings.

c. Early Withdrawal of Principal. Withdrawals of principal from a Certificate of Deposit prior to maturity may be permitted. In addition, certain early withdrawal penalties will apply, and the interest rate may also be reduced.

d. Early Withdrawal Penalties. Refer to the additional Terms and Disclosures for the Certificate of Deposit regarding the early withdrawal penalties imposed when early withdrawals of interest or principal are made from Certificates of Deposit.

e. Death or Incompetency. If a Depositor dies or is judicially declared mentally incompetent after purchasing a Certificate of Deposit, the Bank may honor one request for withdrawal of the amount deposited prior to maturity, without penalty.

NOTE: Additional penalties may be set forth on the Certificate of Deposit. If the amount of the penalty exceeds the actual interest accrued for the term, whether paid or unpaid, the penalty shall be withheld from the principal of the Certificate of Deposit.

G. FUNDS AVAILABILITY

Please refer to the Bank’s Funds Availability Policy.

H. BACKUP WITHHOLDING & TAXPAYER IDENTIFICATION

1. Backup Withholding. Unless you are exempt as described below, federal law requires that a payor of interest or dividends, such as the Bank, withhold a statutory amount of interest or dividends (this is referred to as backup withholding) if you, as payee:

- Fail to furnish the payor a Taxpayer Identification Number (“TIN”), or
- The Internal Revenue Service notifies us that you furnished an incorrect TIN, or
- You or we are notified by the Internal Revenue Service that you are subject to backup withholding because of certain under-reporting.

If a correct TIN is not furnished at the time the account is opened, the Bank will commence backup withholding immediately. If you do not have a TIN, but have applied (or will soon apply) for one, you may indicate this, and, in that case, you will not be subject to withholding for a period of 60 days, but you must provide us with your TIN promptly after you receive it in order to avoid backup withholding after the end of the 60-day period. (Please refer to the paragraph entitled, “Obtaining a TIN,” for instructions on obtaining a TIN). After 60 days, if a certified TIN is not furnished, the account may be closed.

Also, certain Internal Revenue Service penalties may apply if your TIN is not provided to the Bank in a timely fashion.

The TIN for a U.S. citizen or an eligible resident alien individual is your Social Security Number.

2. Obtaining a TIN. To obtain a TIN, you must obtain Form SS-5, “Application for a Social Security Card” (for individuals), from your local office of the Social Security Administration, or Form SS-4, “Application for Employer Identification Number” (for businesses and all other entities), from your local IRS office, or Form W-7, Application for IRS Individual Taxpayer Identification Number (for individuals who are ineligible to obtain a Social Security Number).

The following table indicates the name and number to be provided for each type of account.

For this type of Account:	Give the name and Social Security Number of:
Individual	The individual
A valid trust or estate	Legal entity
Two or more individuals (multiple party account)	The actual owner of the multiple party account, or, if combined funds, the individual listed first on the account
Custodian account of a minor (Uniform Transfers to Minors Act)	The minor
A valid trust or estate	Legal entity
A broker or registered nominee	The broker or nominee
Personal Trust Account, Living Trust and Grantor Trust	Grantor/Trustee

3. Exempt Payees. If you are exempt from backup withholding and information reporting, you must complete a certificate to that effect provided by the Bank. You must also provide the Bank with your TIN to be considered exempt.

4. Privacy Act Notice. Section 6109 of the Internal Revenue Code requires most recipients of dividends, interest or other payment to give Taxpayer Identification Numbers to payors who must report payments to the Internal Revenue Service. The Internal Revenue Service uses the numbers for identification purposes and to verify the accuracy of your tax return. Payors must be given numbers whether or not recipients are required to file tax returns.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

I. BANK SECRECY ACT

The Bank Secrecy Act and its implementing regulations require a bank to maintain records and/or report certain transactions to federal government agencies. The act and regulations have been amended periodically and focus on issues such as anti-money laundering and anti-terrorist financing.

1. Important Information About Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

J. ELECTRONIC FUND TRANSFER AGREEMENT & REGULATION E DISCLOSURES

The entire section J of this Agreement governs the transfer of funds initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of instructing the Bank to debit or credit your consumer account(s). This Agreement also contains the disclosures required by the federal Electronic Fund Transfer Act and Regulation E of the Federal Reserve Board. This information applies only to electronic fund transfers to or from deposit accounts established primarily for personal, family or household purposes. Other agreements you have with us may also be applicable.

1. Electronic Fund Transfers. Electronic fund transfers include, but are not limited to, debit card and ATM transactions; preauthorized deposits and payments; telephone transfers; transfers initiated through a personal computer and transfers initiated by third parties. Examples of transfers initiated by third parties include, but are not limited to, electronic check conversions and electronic returned check charges. An electronic check conversion occurs when you authorize a third party to debit funds from your account using information from the check that you provide to the third party. This may occur at the point-of-sale or when you send a check by mail or deliver a check to a third party's lockbox location. In addition, some third parties may initiate an electronic fund transfer to collect a fee if your check is returned to the third party for insufficient funds. Your authorization for such transfers can occur in a number of ways. In some cases, your authorization can occur when the third party posts a sign or otherwise informs you of their policy.

2. Access Devices. An Access Device is a card or personal identification code that provides access to a consumer's deposit account, which may be used to initiate electronic fund transfers. Access Devices include, but are not limited to, your debit card (Debit Card) and Personal Identification Number (PIN) when used to conduct electronic fund transfers. A check is not an Access Device; however, an electronic fund transfer initiated by using information obtained from a check is governed by this Agreement. You may, verbally or by other authorized means, request an Access Device to conduct electronic fund transfers to or from your consumer accounts. We may refuse to issue an Access Device to any customer, and we may terminate Access Device privileges, with or without cause or notice, unless otherwise required by law.

3. Applicable Agreements. You agree to conduct all electronic fund transfers in accordance with: this Agreement; any separate agreement and disclosure provided in connection with the issuance of any particular Access Device; and all agreements governing your accounts. The repayment of any advances on a credit line initiated electronically will be governed by the terms and conditions of the applicable agreement governing the credit line. Please refer to the Access National Bank Online Banking Services Agreement for important additional information concerning electronic fund transfers initiated using a personal computer or mobile device.

4. Verification of Transactions. Transaction records issued with respect to an electronic fund transfer will be subject to verification and adjustment in accordance herewith and with the rules and regulations of the Bank and applicable law. Where there is a conflict between a transaction record and the Bank's record, the Bank's record shall control.

5. Point-of-Sale Transactions/Holds on Funds. If you use your Debit Card to purchase goods and services, including Internet purchases (point-of-sale

transactions), you authorize us to debit your deposit account, and you agree that your authorization may result in an immediate withdrawal from the account, even though the transaction may not actually be posted to that account until a later date. The merchant may submit a preauthorization for the transaction to us which may either be accepted or declined by us. In certain circumstances, MasterCard® or Visa, and other payment networks permit the preauthorization amount to be estimated by the merchant, which may be more or less than the final transaction amount. Because we are obligated to pay the preauthorization amount submitted by the merchant, if we accept the preauthorization amount, the available balance in your primary deposit account will be reduced by the amount of the preauthorization submitted by the merchant (a "hold") even if the final settlement transaction has not yet been received or processed by us. This hold, which may be more or less than the final transaction amount, may affect the amount of funds in your account available for authorization and payment of checks and electronic transactions. As a result, checks or electronic transactions may be declined, dishonored or not paid, which can result in NSF/overdraft fees and/or other charges against your account. We are not responsible if we do not authorize or pay electronic fund transfers, or if we dishonor checks drawn on your checking account while such a hold is placed on your account. By conducting point-of-sale transactions, you authorize us to rely on preauthorized amounts submitted by merchants electronically or otherwise, to place such a hold or holds on your account, and to determine the balance available to pay checks and/or authorize other electronic transfers from your account. Your account will be debited when the settlement transaction corresponding with the preauthorized amount has cleared through us, or the hold on your account will be released in three business days, whichever first occurs. Additionally, a merchant may reverse the pre-authorization at your request, and/or extend or modify the amount of the pre-authorization in certain circumstances, such as for an extended hotel stay. If an extension or modification is submitted by a merchant, the hold on your account will be extended or modified. No cash refunds will be made to you by the Bank on Debit Card purchases. Any claim or dispute regarding goods or services purchased with your Debit Card must be directed to the merchant or other business establishment at which you made the purchase. The amount of the credit, if any, will be reflected on your periodic account statement. You may not stop payment on Debit Card purchases.

6. Zero Liability Policy for Debit Card Purchases. You may have no liability for unauthorized Debit Card purchases, subject to the following terms and conditions:

a. Our zero liability policies apply only to unauthorized purchases using your Debit Card. Any claims of unauthorized Debit Card purchases that do not meet the conditions of this section and any claims of unauthorized transactions involving other types of electronic fund transfers are governed by Regulation E, and any separate agreement provided in connection with the issuance of the Access Device. If your claim does not meet the terms and conditions contained in this section, the Bank will automatically reexamine your claim in accordance with Regulation E.

b. Our zero liability policy may not apply if: (i) we determine that the unauthorized transaction was a result of gross negligence, authorization or fraud on your part; (ii) you fail to provide us with a statement or affidavit of your claim within the time requested; (iii) we determine that the transaction was not "unauthorized" as defined below; or (iv) you fail to report the loss, theft, or unauthorized use of your Debit Card or Debit Card number within a reasonable period of time. A reasonable period of time will be determined by the Bank in its sole discretion, but in no event will it be shorter than the time periods specified in Regulation E.

c. A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if: (i) you furnish the Debit Card, Debit Card number, or other identifying information to another person and give that individual express or implied authority to perform one or more transactions, and the person then exceeds that authority, (ii) you subsequently ratify the transaction, or (iii) for any other circumstance when the Bank concludes that the facts do not reasonably support a claim of unauthorized use.

7. Canceling Your Access Device. You may cancel your Access Device at any time by notifying us in writing and by no longer using it. Canceling your Access Device will

not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Access Device after this Agreement has been terminated.

8. International Transactions. MasterCard or Visa will convert to U.S. dollars any purchase, credit, cash disbursement, ATM transaction or reversal transaction made to your account in currency other than U.S. dollars. The conversion rate will be determined using MasterCard or Visa currency conversion procedures then in effect. Under the currency conversion procedure that MasterCard or Visa uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard or Visa receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate is subject to change by MasterCard or Visa. The date the conversion rate is applied by MasterCard or Visa is either: (1) the date the transaction is processed; or (2) the day before the date the transaction is processed. Thus, the conversion rate applied may differ from the rate on the date of your transaction.

9. Miscellaneous. If we must take any steps to collect any amounts you owe us, you will be responsible for our actual expenses of collection, including court costs and attorneys' fees. If more than one person requests electronic fund transfer services, each person will be bound by this Agreement and will be responsible for paying all amounts owed as a result of this Agreement. We reserve the right to reject any electronic fund transfer we reasonably believe is made in connection with an unlawful transaction or activity, including without limitation, gaming, gambling, lottery or similar activities.

10. Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Access Device has been lost or stolen, or that someone may have electronically transferred money from your account without your permission. Telephoning us is the best way of reducing losses. Except in situations governed by the zero liability policy described above, if you tell us within two business days after you learn of the loss or theft of your Access Device or the unauthorized transaction, your loss shall not exceed the lesser of \$50 or the amount of any unauthorized transfers that occur before notice is given by you to the Bank, if someone has made unauthorized electronic transfers. If you do NOT tell us within two business days after you learn of the loss or theft of your Access Device or the unauthorized transaction, your loss shall not exceed the lesser of (i) \$500, or (ii) the sum of \$50 or the amount of unauthorized transfers that occur within the two business days after you learn of the loss or theft of your Access Device, whichever is less, and the amount of the unauthorized transfers that occur after the close of two business days and before notice to the institution, provided we establish that these transfers would not have occurred had you notified us within the two-day period.

Also, if your periodic statement shows electronic transfers that you did not make, you must tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not be credited for the amount of any money you lost after 60 days if we can establish that these transfers would not have occurred had you notified us within this 60-day period. If your delay in notifying us was due to extenuating circumstances, for example, extended travel or hospitalization, the Bank may extend the time periods in this section for a reasonable period, which you agree would be no more than an additional five calendar days, depending on your particular extenuating circumstances.

11. Telephone Number and Address to be Notified in Event of Unauthorized Transfer. If you believe your Access Device has been lost or stolen, or an unauthorized person has obtained your PIN, or that someone has transferred or may transfer money from your account without your permission, IMMEDIATELY contact Access National Bank at (571) 918-8118 or our **Card Processor at 1-800-472-3272**.

12. Types of Available Transfers and Limits on Transfers.

a. Account Access. You may perform the following types of transactions. Some of these services may not be available with every Access Device or at every electronic terminal and may be subject to restrictions contained in the agreement provided with that particular Access Device:

- Make an account inquiry.
- Withdraw cash from your designated deposit accounts.
- Make deposits to your designated deposit accounts.
- Transfer funds between your designated deposit accounts and line of credit accounts.
- Make payments on designated lines of credit from designated deposit accounts.
- Pay for purchases at merchants who have agreed to accept the Access Device, or otherwise initiate electronic fund transfers to pay for purchases.
- Electronically pay bills directly from your deposit account.

b. Limitations on Frequency of Transfers: For savings accounts only (including money market accounts), there is a limit of no more than six transfers or withdrawals during any calendar month to or from your deposit accounts, or to a third party by means of either a preauthorized or automatic transfer or by telephonic agreement (which includes Access National Bank Online Banking), check, draft, Debit Card point-of-sale transactions or similar orders made by you and payable to third parties.

c. Limitations on Dollar Amounts of Transfers: These limitations will vary based on the type of Access Device you have with the Bank. Other limitations may apply to transfers made using Access National Bank Online Banking. Other limitations may apply at ATMs that do not display the Access National Bank name or logo.

13. Charges for Transfers or Right to Make Transfers. If an account is subject to service fees, the applicable service fees will apply whether the transfer is initiated electronically or by written order. Applicable service fees and fees for conducting electronic fund transfers are outlined in the Pricing Guide. A fee may be imposed for a balance inquiry even if you do not complete a funds transfer. In addition, you may incur surcharges when using an ATM that does not display the Access National Bank name or logo.

14. Documentation of Transfers.

a. Electronic Terminal Transfers. For any transfer greater than \$15, you may receive a receipt at the time you make a transfer using an ATM terminal. The receipt shall display the amount of the transfer, date of the transfer, account type, account identification number, terminal location, and if applicable, any third party transfer fee.

b. Preauthorized Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call your local branch, during normal business hours, or use Access National Bank Online Banking to determine whether or not the deposit has been made.

c. Periodic Statements. You will receive a monthly account statement, or less frequently, if the account is inactive, that will show your electronic fund transfers. The statements will include transaction information, your account number, fees assessed, account balances and an address and telephone number for inquiries.

15. Preauthorized Transfers/Payments.

a. Right to Stop Payment and Procedure for Doing So. If you have advised us in advance to make regular payments from your account, you may cease any of these payments. To do so, you may call or write your local branch, but we must receive notice of your request at least three business days before the payment is scheduled to be made. If you orally request a stop payment, we may also require you to put your request in writing and deliver it to your local branch within 14 days after your call. You should call (571) 918-8122 for the procedures related to these types of payments. Refer to the Pricing Guide for the fee(s) applicable to performing this type of stop payment.

b. Notice of Varying Amounts. If any regular preauthorized transfers or payments vary in amount, you shall notify us 10 days before each payment, including information related to when the payment will be made and how much it will be.

c. Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop a regular preauthorized transfer or payment three business days or more before the transfer is scheduled to be made, and we do not do so, we

will be liable for your losses or damages only to the extent provided for in this Agreement.

16. Bank's Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account in a timely fashion or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, some exceptions exist. We will NOT be liable, for instance: (i) if, unless solely due to our error, you do not have enough money in your account to make the transfer; (ii) if the transfer would exceed the credit limit on your credit line; (iii) if the ATM was not working properly and you were aware of the breakdown when you started the transfer; (iv) if circumstances beyond our control prevented the transfer despite our taking reasonable precautions; and (v) if the ATM where you may attempt to process the transfer does not have enough cash. Other exceptions may exist, as stated in other agreements with you.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS, TELEPHONE YOUR LOCAL BRANCH.

You must advise us as soon as you can, if you believe your statement or receipt is incorrect for any reason, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared, and you must include the following information:

- Your name and deposit account number (if any).
- A description of the error or the transfer about which you are unsure, and a clear explanation why you believe an error exists or why you need more information.
- The dollar amount of the suspected error.

If you advise us orally, we may require that you also send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (five business days if involving a MasterCard or Visa transaction or 20 business days if the transfer involved a new account) after we receive the notice with the required information from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to extend our response time, we will credit your account within 10 business days (five business days if involving a MasterCard or Visa transaction or 20 business days if the transfer involved a new account) for the amount you believe is in error, so that you will have the use of the 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 account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will provide you with 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.

17. Confidentiality. Subject to applicable law, we will disclose information to third parties about you and your accounts or the transfers you make: (i) when it is necessary for completing transfers; (ii) in order to verify the existence and condition of your account for a third party, such as a credit reporting agency or merchant; (iii) in order to comply with government agency or court orders; (iv) as otherwise required or permitted by law or government regulation; (v) in circumstances where you give us permission; and (iv) as stated in the Access National Bank Consumer Privacy Notice.

18. Notice of Safety Precautions. You should observe the following basic safety precautions while using an automated teller machine ("ATM"): (i) be aware of your surroundings when using an ATM, particularly during the hours of darkness; (ii) be accompanied by another person when using an ATM during the hours of darkness; (iii) refrain from displaying cash and your PIN, and place cash in a pocket as soon as a transaction is completed and count cash in the safety of a locked enclosure such as a car or home; (iv) use another ATM or return at a later time if you observe anything suspicious; (v) cancel the transaction, place your Access Device in a pocket and leave if you observe anything suspicious when using an ATM; (vi) immediately

report all crimes to the operator of the ATM and to local law enforcement officials; and (vii) create a PIN that is difficult to guess by others, memorize it and do not carry your PIN with your card.

K. SUBSTITUTE CHECK DISCLOSURES

If you currently receive your canceled checks with your bank statement, some or all of them may look different than the checks you wrote. To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. The notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, imaged copies or to electronic debits to your account. However, you have rights under other law with respect to those transactions. The Check 21 Act Indemnity discussed herein provides protection for losses that any recipient of a substitute check suffers due to receipt of a substitute check, instead of an original check. In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) no later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later determine that your claim was not valid.

To make a claim for a refund:

If you believe you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (703) 777-6327. You must contact us within 40 days of the date that we mailed (or otherwise delivered by a means to which we provided) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. If your delay in notifying was due to extenuating circumstances, for example, your extended travel or hospitalization, the Bank will extend the time periods specified in this section for a reasonable period, which you agree would be no more than another five calendar days, depending on those extenuating circumstances.

Your claim must include:

- A description of your claim, including the reason why you believe your account was improperly charged for the substitute check or the nature of your warranty claim with respect to such check;
- A statement that you suffered a loss and an estimate of the amount of that loss;
- The reason why production of the original check or a sufficient copy is necessary to determine whether or not the charge to your account was proper or your warranty claim is valid; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check. You may submit such a claim orally, but you then must follow up with a written claim by the 10th business day after the Banking Day on which we received the oral claim.

Errors Relating to Electronic Fund Transfers or Substitute Checks (for consumer accounts only). For information on errors relating to electronic fund transfers (e.g., computer, Debit Card or ATM transactions), you should refer to your Electronic Fund Transfers disclosure and the sections regarding consumer liability and error resolution. For information regarding errors relating to a substitute check you received, you should refer to your disclosure entitled, "Substitute Checks and Your Rights."

L. FAIR CREDIT REPORTING ACT

You have the right under the Fair Credit Reporting Act to notify us if you believe we have reported inaccurate information to the Consumer Reporting Agencies.

Please notify us if you believe we have reported any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to the following address:

**Access National Bank
Attn: Loan Administration
106 Catoclin Circle SE
Leesburg, VA 20175
(703) 777-6327**

1. Notice of Reporting Negative Information. We may report negative information about your account to the credit reporting agencies. Late payments or other defaults on your account may be reflected on your credit report. Negative information means information concerning your delinquencies, late payments, insolvency or any form of default.

2. Identity Theft and Fraudulent Activity. If you suspect that you might be a victim of identity theft and one or more of your Access National Bank accounts are involved, please send us a letter mailed to the following address:

**Access National Bank
Attn: Security Department
1800 Robert Fulton Drive, Suite 310
Reston, VA 20191
(703) 777-6327**

You may also contact one of your local branches in writing or in person. You must submit a letter or other writing containing the following information:

- Your name, address and telephone number;
- The dollar amount or type of suspected fraud;
- A description of the fraud, suspected fraud or identity theft; and
- A copy of the police report evidencing the claim of identity theft (if applicable).

3. Summary of Right of Identity Theft Victims. No later than 30 days after the date we receive a written request and verify the identity of the victim and the claim of identity theft, we will provide a copy of any application and transaction records, at no charge, evidencing any transaction alleged to be a result of identity theft to:

- You;
- Any federal, state or local government law enforcement agency or officer specified by you in such a request; and
- Any law enforcement agency investigating the identity theft claim.

As allowed by the Identification Theft Prevention section of the Fair and Accurate Credit Transactions Act of 2003, which amended the Fair Credit Reporting Act, the Bank may require the presentation of a government-issued identification card or other type of identification typically required by the Bank to open an account at the time of the request; a copy of the police report evidencing the claim of the victim of identity theft; and a properly completed Affidavit of Identity Theft, as required by law or acceptable to the Bank.

The Bank reserves the right as provided by law to decline to provide the information if the Bank does not have a high degree of confidence in knowing the true identity of the individual requesting the information; the request is based on a misrepresentation of fact by the individual requesting the information; or the information requested is navigational data or similar information from the internet regarding a person's visit to a website or online service.

If in good faith you, or an individual legally acting on your behalf, suspect that you have been or are about to become a victim of fraud or related crime, including identity theft, you have the right to notify a credit reporting agency of such suspicion. The credit reporting agency, after taking steps to identify you, will place fraud alerts in your customer file with the credit reporting agency. This alert will remain on your account for not less than 90 days, unless requested by you or the individual legally acting on your behalf to remove it before the end of such period, and the credit reporting agency has received the appropriate proof of the identity of the requester.

The credit reporting agency is required to provide you with a summary of rights that contains all the information required by the Fair Credit Reporting Act, as amended by the Fair and Accurate Credit Transactions Act of 2003.

M. UNLAWFUL INTERNET GAMBLING AND ILLEGAL TRANSACTIONS NOTICE

You agree that you are prohibited from using your commercial checking account(s) to process restricted transactions, defined as those in which a person accepts credit, funds, instruments or other proceeds from any person in connection with unlawful Internet gambling. Restricted transactions such as Unlawful Internet Gambling as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

You also agree that you will not use your account(s) to effect transactions in violation of applicable federal, state and local laws, and regulations. We reserve the right to decline the transaction(s) or restrict access to your account(s) for any transaction that we suspect is suspicious, unlawful, or illegal in any jurisdiction. We may not notify you of the activity in question.

