



## **Business Banking Services Master Agreement**

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## Business Banking Services Master Agreement

This Business Banking Services Master Agreement (“Agreement”) contains the terms and conditions (referred to herein as these “Terms”) that apply to the business banking services that the customer (referred to herein as “you”) may obtain from Burke & Herbert Bank (referred to herein as “we” or “us”). This Agreement may be supplemented by completed enrollment forms that we accept from you and such accepted enrollment forms will be considered part of these Terms (enrollment forms may, for example, permit you to select from among various optional product features). This Agreement is to be read in conjunction with the Business Deposit Account Agreement which contains general terms governing your deposit accounts, as well as the Online Banking and Business Online Bill Pay Terms & Conditions which govern access to certain business services. In the event of a conflict between these Terms and the Business Deposit Account Agreement, whichever provision is more protective of us shall control. **Your request or use of any of the business banking services covered by this Agreement constitutes your agreement to and acceptance of these Terms. Please read this Agreement carefully and keep it for your records.**

### DEFINITIONS

- **Services:** The business banking services which include those available through this Agreement and other agreements noted herein.
- **Electronic Communications:** Communications which include, but are not limited to, the registered email address of you or your Personnel, messaging within the Service, SMS or other text messaging to the registered mobile device of you or your Personnel, messages provided on e-Statements, or other similar methods.
- **Personnel:** Those individuals (officers, directors, partners, employees, agents, representatives, and contractors, including persons granted signature authority on your accounts and personnel) who are permitted to give us instructions with respect to transactions processed here under.
- **Secure Tokens:** A security device that may be required for access and for Specific Services. The Secure Token will be provided as a virtual token. A physical token may be provided if requested and may be available for a fee based on the Business Services Pricing Schedule.
- **Effective Date:** The Banking Day specified by the originator on which it intends a batch of entries to be settled.
- **Specific Services:** Those services as defined later in this Agreement.

### GENERAL TERMS

**Services That We Provide.** You may decide which of our Services you wish to receive. Some Services may require the completion of an application or enrollment form. All the Services listed below under “Specific Services” are covered by this Agreement. Applications, enrollments and requests are subject to our approval. Covered services that you have requested and we have approved are included in the term “Services.”

### CONSENT TO ELECTRONIC DISCLOSURES, COMMUNICATIONS, AND TRANSACTIONS.

I consent to do business by electronic means concerning the Service and transactions conducted through the Service. Your consent includes, but is not limited to, receiving communications such as this agreement or other notices via Electronic Communication instead of in writing. Your continued use of the Service or continued use by your Personnel, constitutes acceptance of the communications. You are solely responsible for notifying Bank of any changes in electronic addresses for you or any of your Personnel. You shall notify Bank of electronic address changes by contacting us at Burke & Herbert Bank, Attn: Business Banking Services Dept., P.O. Box 268, Alexandria, VA 22313-0268, or [businessbanking@burkeandherbertbank.com](mailto:businessbanking@burkeandherbertbank.com), or 703-684-1655, or via any online portal that we may make available through the Service for purposes of updating your profile or of the profile of your Personnel.

You agree that we may communicate with you by any means that we deem reasonable, including notice in your account statement or notice electronically. We may monitor and record all communications (including electronic transmissions and telephone conversations) between us and you.

You represent and agree that you are able to view, print, and/or save a copy of Electronic Communications that are sent to you at any of the foregoing electronic addresses (including PDF attachments to emails). All disclosures and notices by us shall be deemed given and received by you immediately upon being sent to the electronic address currently in our records. Notices and disclosures may also appear on your account statements or within the Service. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission. You may, without charge, request a paper copy of an individual notice or disclosure by contacting the Business Banking Services Dept. at P.O. Box 268, Alexandria, VA 22313-0268 or [businessbanking@burkeandherbertbank.com](mailto:businessbanking@burkeandherbertbank.com).

**Electronic Communications To Us.** If you use Electronic Communications to contact us, it should only be used for general, non-urgent communications. We caution you against using Electronic Communications for transmitting sensitive or confidential information. You should not rely on Electronic Communications for time-sensitive notices. In any event, we will not take action based on an Electronic Communication request until we actually receive your message and have a reasonable opportunity to react.

**Changes.** You acknowledge and agree that the Services (including access requirements, Service features and our Processing Schedule) and the systems we use to provide Services may change over time and that we may use Electronic Communications to notify you any Service changes or changes to this Agreement. If we believe such a change will have a material impact on you, we may give you thirty (30) days advance notice of the change, unless a shorter notice period is required to prevent loss to you or us or unless the change is based on a change in law. You will be deemed to have consented to the change by using the Services after the effective date stated in the notice. If you do not agree with a change, you may terminate this Agreement prior to the change taking effect or in accordance with the paragraph on "Termination of Services" below (and changes which have a material adverse effect on you will be considered to provide cause for termination).

**Termination of Services.** You may terminate receiving some or all of the Services whenever you choose by contacting us at Burke & Herbert Bank, Attn: Business Banking Services Dept., P.O. Box 268, Alexandria, VA 22313-0268, 703-684-1655, or [businessbanking@burkeandherbertbank.com](mailto:businessbanking@burkeandherbertbank.com). We may terminate providing some or all of the Services whenever we choose. In this case, we shall notify you through Electronic Communications, in writing, or verbally at least thirty (30) days in advance, unless such termination is for cause. Cause will exist: (i) for either party, if the other party commits a material breach of these Terms and fails to cure the breach within ten (10) days after written notice; (ii) for either party, if a material adverse change occurs in the other party's financial condition (including a bankruptcy, reorganization, or receivership proceeding); (iii) for us, if you no longer satisfy our underwriting or policy standards for the Services; (iv) for us, if you no longer have active accounts and/or have closed your relationships with us but did not notify us to close any Services; (v) for us, if you or your Personnel return a scanner provided by us and you are no longer using the service (via scanner or mobile device); (vi) for us, if you are no longer actively using the Service (generally defined as no consecutive use of the Service for a period of ninety (90) days); or (vii) for us, if your use of the Services creates a risk of loss to us (including a third party claim or a reputational injury resulting from the inappropriate use of our Services or your alleged violation of law).

**Fees and Charges.** You agree to compensate us for Services rendered in accordance with our standard pricing schedules, as in effect from time to time. We shall endeavor to give you at least thirty (30) days' notice prior to changing any of our fees, charges or assessments. Fee schedules are available on our website at [www.burkeandherbertbank.com/disclosures](http://www.burkeandherbertbank.com/disclosures) in the Business Banking Master Services Agreement and our Fee Schedule. Your use of the Service after receipt of such notice shall constitute your agreement to the changes in the applicable fees, charges or assessments. You agree that we may deduct our compensation from your account(s) with us. If you have made other payment arrangements with us, we will not make deductions from your account(s) unless those other arrangements fail to produce payments when required.

**Reserve Amount.** You may be required to maintain a reserve amount in your account for purposes of offsetting any of your obligations under this Agreement. The required reserve amount will be determined by us in our sole discretion. If the reserve falls below the required amount, you agree to deposit sufficient funds immediately to replenish the reserve. Your obligation to maintain a reserve amount in your account shall survive the termination of this Agreement for a period of time to be determined by us in our reasonable discretion.

**Our Standard of Care.** We have certain obligations to you under applicable law. In addition, we agree to use ordinary care in performing Services. That obligation shall be measured by the reasonableness of banking procedures established for the transaction involved and general banking usage in the local area served by us. Clerical error, inadvertence or oversight, or an honest mistake of judgment shall not constitute a failure to exercise ordinary care.

**Our Liability.** We have certain obligations under the Uniform Commercial Code ("UCC") to re-credit your account for the amount of any item charged thereto which was not properly payable. We also may have other liability to you imposed by statute which cannot be waived. Except for the liability referenced in the preceding two sentences, our liability for any loss or damage for any cause whatsoever (including liability arising out of this Agreement or our Services) shall be limited to liability for direct damages caused by our material breach of this Agreement. Our cumulative aggregate liability shall not under any circumstances exceed the total fees paid to us for the Services involved in the breach for the three (3) months preceding the breach. **IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER WE WERE INFORMED OF THEIR POSSIBILITY. EXCEPT AS EXPRESSLY PROVIDED IN**

**THIS AGREEMENT, SERVICES ARE PROVIDED “AS IS” AND WE DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL IN RESPECT OF THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.** The preceding limitations of liability apply regardless of whether any limited remedy herein fails of its essential purpose. Services are not guaranteed to be free from error or interruption. Your remedies herein are exclusive and in lieu of all other remedies in law or equity.

**Your Remedies.** You agree to notify us promptly if you believe we have failed to fulfill our obligations to you. If we are unable to resolve your complaint, you may terminate receipt of any Service in accordance with the paragraph on “Termination of Services” above. If you prefer not to terminate, you agree to give us written notice of our failure, in which case we shall be afforded a reasonable opportunity to cure.

**Your Obligations.** You are responsible for obtaining and maintaining any hardware, software, communications, encryption capability and trained personnel needed to access or use the Services (these are referred to as the “Access Requirements”) and you understand that the Access Requirements may change over time. You are responsible for protecting your systems against viruses and other unwanted functionalities and you agree to take reasonable efforts not to introduce the same to our systems. You are solely responsible for selecting the Services you need, for the accuracy and adequacy of the data you provide, and for the results of using the Services in the operation of your business. You represent, warrant and covenant that you have all necessary rights, power and authority to: (i) provide us with any information that you submit in connection with the Services; and (ii) initiate the transactions that you submit in connection with the Services. You agree to use ordinary care in using our Services. You agree to review all account, analysis and other statements (paper and/or online) that we make available to you and you agree to do so within a reasonably prompt time after the statements are made available to you. If we provide you with statements relating to the Services that reflect debits to your account(s), your review should not be any later than thirty (30) days after the statement is mailed or otherwise made available to you. You agree to give us immediate telephonic notice, thereafter confirmed in writing, of any unauthorized, erroneous, or improperly executed transactions. Your failure to notify us of any unauthorized, erroneous, or improperly executed transactions within such thirty (30) day period shall relieve us of any liability of such error, omission, or discrepancy.

**Banking Days and Processing Schedules/Cut-off Times.** A Banking Day is defined as Monday-Friday; excluding Federal bank holidays and any other day we are not actually open for business. Processing Schedules/Cut-off Times are described within each of the Specific Services described below.

**Operating Procedures.** Per the Service(s) you select, you acknowledge that we have established Banking Days and Processing Schedules/Cut-off times. If we provide you with written or electronic instructions or operating procedures, input or transmission formats, incoming work specifications, eligibility of items, deadlines or cut-off times, or other limitations or requirements relating to use of the Service(s) (referred to herein as “Operating Procedures”), you agree to comply with those Operating Procedures and understand that we may reject or be unable to process incoming items, instructions or work that does not comply. We may change our Operating Procedures and will provide notice of those changes to you. If you continue to use the Service thereafter, you agree to comply with the changed procedures.

You agree to comply and to remain in compliance with all applicable federal, state and local laws, rules, regulations, ordinances and determinations of governmental authorities (referred to herein as “Requirements of Law”) including, but not limited to, the Gramm-Leach-Bliley Act, Electronic Fund Transfers Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, the USA PATRIOT Act and all rules, regulations and obligations with respect to programs administered by the Office of Foreign Assets Control or the U.S. Department of Treasury’s Financial Crimes Enforcement Network. You agree not to (i) resell or otherwise make our Services available to others; or (ii) use our Services in a way that damages or violates the rights of any third party, that violates Requirements of Law, or that will subject us or our contractors to investigation, prosecution or legal action. To the extent that the Services we provide involve the use of clearing systems (such as the Federal Reserve System) or other networks or associations, including VISA, MasterCard, and the National Automated Clearing House Association (such systems, networks and associations being referred to collectively herein as “Associations”), you agree that Services are provided subject to the rules, regulations and guidelines of the Associations, all of which you agree to comply. You understand and agree that we are not responsible for the acts or omissions of any Association (including, for example, an Association’s failure to satisfy a customary service level that affects our performance) or of any other member of any Association. Nothing in this Agreement shall be construed to diminish, restrict or otherwise reduce your obligations under relevant Association rules. Our rights and remedies under this Agreement are in addition to and not in lieu of our rights and remedies under Association rules. To the extent that our Services involve the processing of consumer payments, you agree to receive, respond to and resolve, at

your own expense, all consumer complaints regarding those payments. You agree not to materially change your business or submit to us any transactions that are submitted in a way or for a product or service of yours that was not previously described to and expressly accepted by us. You are responsible for your own computer back-ups and contingency planning (including contingency planning for an unplanned interruption in our Services). If work to be processed by us is time sensitive, we recommend that you submit the work to us in advance of our final input deadline. This will minimize the possibility of delays resulting from unplanned occurrences.

**Overdrafts.** We are not obligated to pay checks, drafts, transfers or other items on your account if there are not sufficient available funds in your account or if you do not make other satisfactory provisions approved in writing by us. In the event that we in our sole discretion pay any check, draft, transfer or other item when there are not sufficient funds in your account, you shall immediately reimburse us for any overdraft created thereby or we may, in our discretion, deduct the amount of the overdraft from any other account that you maintain with us. All checks, drafts, transfers or other items received for deposit under the Services are credited by us provisionally and are subject to final collection. Any returned or rejected items (including checks, drafts, transfers, electronic entries or other items) shall be charged as returns to your account. Our funds availability policy disclosure provided to you reflects our policies relating to the availability of deposited items.

**Responsibility of Your Personnel.** You are responsible for all acts and omissions of your Personnel. We are entitled, without further inquiry or investigation, to assume that the actions of your Personnel are appropriate and authorized by you. You are strongly advised to establish and maintain policies and procedures and accounting and auditing controls that will prevent (or at least allow the early detection of) fraud or other unauthorized activity by your Personnel. As between you and us, you agree to accept sole responsibility for losses attributable to the acts or omissions of your Personnel.

**Hardware and Software Requirements.** The Services selected require you to use computer and/or mobile hardware or software that meets certain technical requirements for the proper delivery of the Services. You and your Personnel may also incur additional related expenses for additional items, including, but not limited to, telephone service, internet service charges, and wireless carrier fees related to the use of the Services. You are responsible for any costs or expenses associated with meeting and maintaining technical requirements or additional items necessary to use the Service. We advise you to scan your computer or mobile device hardware and software on a regular basis using a reliable virus detection product in order to detect and remove viruses. WE MAKE NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER OR MOBILE DEVICE HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICE (INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM OR RELATED EQUIPMENT, YOUR SOFTWARE OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF OUR SOFTWARE, INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Access to Technology.** If we provide or permit you to access hardware, software, documentation, systems or other technology or intellectual property ("Technology"), you agree that we and/or our suppliers retain all intellectual property rights in the Technology. You further agree: (i) to read and comply with any license terms that are made available to you in connection with the Technology; (ii) to use the Technology solely for purposes of accessing or using our Services; (iii) to maintain the confidentiality of the Technology and not to copy, transfer or disclose the Technology; (iv) not to attempt to circumvent any use or access limitations contained in the Technology, not to access any system, file, software or service other than those specifically made available by us and not to translate, reverse engineer, disassemble or decompile any Technology; (v) to limit Technology access to those of your Personnel who have a need to have such access in connection with your receipt of Services from us; (vi) to use the Technology in accordance with its documentation and all relevant security policies and procedures; and (vii) to return any and all copies of the Technology to us on request. Technology is provided to you on an "AS IS" basis and for purposes of this Agreement will be considered part of the "Services." You agree to be responsible for misuse of Technology by your Personnel or by third parties to whom your Personnel may disclose their User IDs and/or passwords. You agree to cooperate with us in the investigation of any apparent unauthorized use of or access to our Technology by any person using a User ID or password assigned to you or who otherwise appears to have accessed our Technology through your systems.

**Service Availability.** While we make every attempt to ensure the Services are available for your use, the Service(s) may be unavailable temporarily due to system maintenance or technical difficulties, including but not limited to, those of the given Internet service provider, cellular service provider, or Service software.

**Security Procedures.** You will use User IDs and passwords to use the Service; and in some cases, additional security processes (together "logon credentials"). You agree to keep, and to require your Personnel to keep, your logon credentials secret. You

agree to prevent unauthorized access to your systems. You agree to notify us immediately if your logon credentials or those of your Personnel are lost or stolen, if you believe someone else has discovered your logon credentials or those of your Personnel, if you suspect there has been a breach of your computer system or if a device used for the Service is lost or stolen. You should change your logon credentials whenever any person with access to them transfers to a new assignment, leaves your employment, is no longer authorized to use the Services on your behalf, or if you believe that security of all User IDs or passwords have been compromised. Passwords should also be changed regularly. We are authorized to provide Services to, to release your account information to, and accept as authentic any instructions given to us by, any person who has entered a User ID and password assigned to you.

You agree to use one or more of the security procedures described herein or made available with the Service when using the Services. You have the responsibility for determining the level of security that you require and for evaluating the suitability of the security procedures that you have chosen. You agree that the security procedures will be commercially reasonable for your situation. You acknowledge that you have had an opportunity to propose your own unique security procedure and that you have freely selected the procedure indicated. Should you require using unique security measures, you agree that you are responsible for managing and maintaining the unique security, that you are responsible for all transactions related to use of the Service, and that a separate addendum may be required for use of the Service. The security procedure is intended to verify that a transaction has been authorized by you and is not intended to detect errors in the transmission or content. Any order or instruction issued in your name and accepted by us in compliance with the security procedure shall be effective as your order and instruction, and you agree to be bound by the same, whether or not authorized. It is your responsibility to review your accounts every Banking Day to identify any unauthorized, erroneous, or improperly executed transaction.

**Your Responsibility for Security Breaches.** If a security breach occurs, unless our internal security is proved to have been breached, there shall be a presumption that your security has been breached. You are solely responsible for determining, on your behalf, who should be trusted with a User ID and password and for supervising their use thereof. You are responsible for all transactions initiated by your Personnel even though they engage in transactions that you have not authorized, regardless of the purpose thereof and regardless of whether your Personnel violates your rules.

**Force Majeure.** Neither party is responsible for any failure or delay in performance caused by Act of God, strike, flood, fire, war, public enemy, any electrical, equipment or communications failure, third party act or omission, operation of any adverse governmental law, ruling, regulation, order or decree or any other event beyond its reasonable control.

**Indemnity.** You agree to indemnify, defend and hold us harmless from and against any and all liabilities, claims, demands, losses, costs, fines, fees, damages and expenses (including reasonable attorneys' fees) arising out of or related to: (i) any third party claim based on our provision of Services that you requested, including any responsibility that we have to others for handling or being associated with an instrument, transfer or other transaction for you; or (ii) your acts or omissions or breach of these Terms (including your warranties and representations); or (iii) us acting on your requests, instructions or processing submissions. In the event any checks, drafts, transfers or other items on your account are determined to bear an unauthorized signature, to have been altered or otherwise to be irregular, we may (even though not liable for such items) take action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you or we have against such prior parties. If we take such action, you shall indemnify us for all liabilities, costs and expenses (including reasonable attorneys' fees and legal expenses) incurred in connection therewith. We may or may not condition our taking of such action on your execution of a written indemnification undertaking, but you will in any event remain responsible under the preceding sentence. You are not required to indemnify us for our own willful or intentional misconduct.

**Miscellaneous.** This Agreement: (a) constitutes the entire agreement with respect to the subject matter hereof, except as provided in the paragraph on "Changes" above; (b) shall be binding upon and inure to the benefit of the parties and their successors and assigns; (c) may not be assigned by either party without the other party's written consent; and (d) shall be governed by and construed in accordance with the laws of the State of Virginia, excluding conflict of law principles.

This Agreement is solely for the benefit of you and us and may not be relied upon or enforced by any third party. No third party (including your Personnel and your customers) is a third party beneficiary of this Agreement. Any litigation arising out of or related to these Terms or the Services shall be commenced and maintained solely and exclusively in a state or federal court sitting in the City of Alexandria, Virginia. You irrevocably submit to the jurisdiction of any state or federal court sitting in the City of Alexandria, Virginia in any action or proceeding arising out of or relating to these Terms or our Services and you irrevocably waive, to the fullest extent you may effectively do so, the defense of an inconvenient forum in the maintenance of such action or proceeding. If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or

unenforceability shall not affect any other term hereof. If any term is held to be unreasonable in time, scope, or otherwise, it shall be construed by limiting it to the minimum extent so as to be enforceable.

We reserve the right to waive the enforcement of any of these Terms with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to our other customers, or to enforce any of our rights with respect to later transactions with you, and will not be sufficient to modify these Terms on a going forward basis. We are entitled to use such agents, contractors, service providers, networks and other third parties as we may deem appropriate in providing the Services.

You agree that we may contact any source necessary and may obtain credit reports in connection with starting, continuing and/or discontinuing Services. The delivery of an executed signature page by PDF is as effective as executing and delivering this Agreement.

You agree that we may maintain a copy of this Agreement and any and all other documentation related to the Services in electronic form and that we may destroy the originals.

You agree that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original and you waive any objection to our use of such copies. As used in this Agreement, the term "including" means "including, but not limited to."

You agree to submit annual financial statements and such other financial information as we may reasonably request from time to time and you agree that we may conduct audits and on-site inspections as we reasonably deem necessary to verify your compliance with these Terms or applicable Association rules.

#### **SPECIFIC SERVICES**

Please Note: None of these Services diminishes your responsibility to discover and report unauthorized signatures, endorsements or alterations of items, unauthorized transfers, and other discrepancies. Nor shall these Services be construed to increase our duties with respect to your accounts or the payment of items.

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#### **Positive Pay**

**Statement of Services.** Positive Pay Services verify checks and other items presented to us for payment against the item-issued file that you give to us. You shall upload to our system a Positive Pay File consisting initially of all outstanding checks issued by you on the account. As additional checks are issued, you must upload supplements to the Positive Pay File prior to the release of the newly issued checks. Following each posting of checks to accounts by us, we shall match your Positive Pay File with our records of checks paid. Based on this matching process, we shall determine whether any exceptions exist ("Positive Pay Exceptions"), defined as including: (1) Checks that have been posted to your account by us but which do not appear in the Positive Pay File; (2) Checks that have been posted to your account by us for an amount different from the amount indicated in the Positive Pay File; and (3) Checks posted to your account by us with a serial number that is different from that listed in the Positive Pay File. Our system will identify any Positive Pay Exceptions on the Banking Day following the posting of checks to your account. Before the daily deadline for disposition, you must instruct our system as to the disposition of each Positive Pay Exception. Your disposition options are: (1) accept the Positive Pay Exception as posted, or (2) reverse the posting of the Positive Pay Exception and return it. The daily deadline for disposition shall be determined by us and may be adjusted from time to time, which may be communicated to you through Electronic Communications. If disposition instructions are not received from you prior to the daily deadline, we shall use the default disposition instruction agreed to by you. UNLESS WE ARE NOTIFIED BEFORE THE DAILY DEADLINE, WE SHALL NOT BE RESPONSIBLE FOR YOUR INABILITY TO REVIEW POSITIVE PAY EXCEPTIONS.

#### **Processing Schedule.**

**Deadline to Instruct Us as to Positive Pay Exceptions:** You must instruct us how to handle each Positive Pay Exception by 11:45 AM (ET) on each Banking Day.

**Deadline to Upload Positive Pay File:** Your Positive Pay File must be uploaded to our system by 3:00 PM (ET) at least one (1) Banking Day before the item is delivered to the payee.



### **Stop Payments.**

The use of the Positive Pay Service is not a prudent alternative for the use of stop payments. Stop payment instructions allow us to protect the account without further intervention by you and can be used to assist inquiring financial institutions that a stop payment is in effect for a particular check. We strongly recommend the use of stop payment orders when appropriate, even with the use of the Positive Pay Service. Stop payment fees may be assessed as shown on our Schedule of Fees available at [burkeandherbertbank.com/disclosures](http://burkeandherbertbank.com/disclosures).

### **Limitations.**

Nothing in this Agreement shall be construed as relieving you of your ordinary due diligence responsibilities regarding the examination of account statements and individual checks, including the alteration of check information. We shall not be liable for any loss arising from your failure to exercise such due diligence. The Positive Pay File is not available at our teller counters and, therefore, any check presented for payment or cashing at our teller counters will not be matched against the Positive Pay File. If you routinely issue checks that will be cashed at our teller counter, we suggest that you discuss other alternatives with us.

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### **Lockbox**

**Statement of Services.** Lockbox Services permit checks made payable to you and corresponding documentation to be delivered to a designated post office box controlled by us. You agree that your incoming work shall comply with the minimum processing requirements we specify from time to time. Your incoming work that is received in the lockbox before the cut-off time shall be processed on that Banking Day. We may, but are not required, to endorse all remittances as follows: "For Deposit Only [Business Account Name] Burke & Herbert Bank." We are further authorized to supply any additional endorsement necessary to any remittance returned by the drawee bank for the reason that the payee's personal endorsement is required.

**Processing Schedule.** We shall pick up the contents of the lockbox once on each Banking Day at a time no earlier than 8:00 AM (ET).

**Limitations.** Substantial compliance with our standard lockbox procedures shall be deemed to constitute the exercise of due care; provided, however, that occasional unintentional deviations from the standard procedures shall not be deemed a failure to exercise due care in respect of the transactions in which the deviations occur. Failure to exercise due care shall not be inferable by reason of the loss of an item without an additional showing of negligence on our part. Without limiting the generality of the foregoing, you agree that we shall have no liability for depositing and/or endorsing exception items on your behalf. Exception items include, but are not limited to, items that are unsigned, items that are undated, post-dated or stale dated, items where the payee line is blank or does not match your name, items containing inconsistent amounts, and items that bear paid-in-full or similar notations.

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### **Remote Deposit Capture (RDC and Business Mobile RDC)**

**Statement of Services.** Remote Deposit Capture Services permit us to process, on your behalf, electronic images that you create from paper checks through a scanner (RDC) or the Burke & Herbert Bank Business Mobile RDC App (Business Mobile RDC) for deposit into one or more of your accounts.

**Image Quality.** The image of the paper item transmitted through the Service must be a fully legible, clear image of the paper check sufficient to reproduce it as a substitute check, as determined in our sole discretion. You must transmit the image to us or to our third party processor, electronically using hardware and software that satisfies our specifications. We will either print a paper substitute check or image replacement document from the image that you have transmitted, or we may forward the electronic image to the appropriate Federal Reserve Bank or other entity for collection. As used in this Agreement, the terms "substitute check" or "image replacement document" mean a paper reproduction of an original check that you receive that contains an image of the front and back of the original check, bears an original MICR line, conforms to the paper stock, dimensions and other requirements as established from time-to-time by the Federal Reserve Board or any other regulatory agency, clearing house or association, and is suitable for automated processing in the same manner as the original check, with the required legend attached for a substitute check, all as required by the Check Clearing for the 21st Century Act (the "Check 21 Act").

**Eligible Items.** You agree to scan and deposit only checks that are allowed by this Agreement. Any of the following types of checks or other items shall be considered ineligible items and may be rejected by us:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by mobile deposit (including, by not limited to, savings bonds) or which are otherwise not acceptable under the terms of your Bank account.
- Checks or items prohibited or which are otherwise not acceptable under the terms of your Bank account.
- Checks payable on sight or payable through Drafts.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have been previously deposited through any channel (including, but not limited to, any financial institution branch or ATM), or that have been submitted through the Service or through any remote deposit capture service (including mobile deposit) offered at this or any other financial institution.
- Digitally scanned, photocopied or otherwise duplicated versions of checks.

**Processing Schedule.** Deposited items received by us before 5:00 PM (ET) will be processed that Banking Day. Deposited items received by us after 5:00 PM (ET) will be processed the next Banking Day.

**Applicable Rules.** You agree to comply with all rules and operating guidelines of the Electronic Check Clearing House Organization, the Check 21 Act, Federal Reserve Regulation CC, and similar state laws and regulations, as applicable.

**Deposit Limits.** We may limit the amount you may deposit through the Service. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the RDC Service and/or Business Mobile RDC Service and to modify such limits from time to time, without prior notice to you. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We reserve the right to reject a deposit at our sole discretion.

**Your Responsibility.** When you submit the electronic image to us for processing using the Scanning Equipment or a mobile device, you will be deemed to be the warrantor of those warranties under the Check 21 Act, including the following: (1) all information and data submitted to us showing the front and back of the check accurately represents the information on the front and back of the original check as of the time the original check was received by you, and none of that information was altered or modified, except for the addition of any endorsement on your behalf that is necessary in order to properly collect the check; (2) you will permanently remove the original check from the forward collection process, you will retain the original check for at least thirty (30) days, you will have controls in place to properly safe-keep the original check in your possession, and you will properly destroy the original check after the 30 day period; (3) you will not, after an electronic image has been successfully transmitted to us, submit the original or another image of the check to us for processing, but this will not prevent you or us from resubmitting a check or electronic image for collection in the event the check was returned uncollected; and (4) all information, data and imaged files submitted to us are accurate and do not contain viruses. The express representations and warranties set forth above are in addition to the representations and warranties you make under the UCC and under our other account agreements with respect to any item you submit to us for deposit and collection. All images that do not meet ASC X9 standards are not allowed to be transmitted into the network. You agree that you will use this Service only for checks made payable to you and that you will not submit any third party checks through this Service. You agree that we may conduct periodic site inspections or other processes to review the location, use of security parameters related to the RDC services and devices. In addition, you will be liable for any loss we may incur if you deposit a check through the Service and subsequently deposit the original check.

**Terms Specific to Use of Scanners for Remote Deposit Capture**

**Scanning Equipment.** When using Scanning Equipment, unless otherwise agreed to by us, you must use the hardware and software (the “Scanning Equipment”) that we provide to you. If we provide the Scanning Equipment to you, the Scanning Equipment shall be our property at all times, you shall have no ownership rights in the Scanning Equipment, and you must

return the Scanning Equipment within 15 calendar days to us when you cease using this Service, when your use of the Service becomes Inactive, or when we terminate the service for cause. We may charge a fee for Scanning Equipment not returned to us within 15 calendar days as posted on our then current Business Banking Services Pricing Schedule. We may charge you a fee for the use of the Scanning Equipment provided by us if shown on our Business Services Pricing Schedule. You agree to rely exclusively on any warranties provided by the vendors of the Scanning Equipment with respect to the proper operation and performance of the Scanning Equipment. This is the case even if part of your fees for the Service includes a fee for use of the Scanning Equipment. You must ensure that the Scanning Equipment otherwise meets your requirements. You must properly maintain the Scanning Equipment, if provided by us, and your other hardware, software and communication facilities to ensure that the Scanning Equipment continues to perform satisfactorily. You are solely responsible for your contingency planning and computer back-up to ensure that you preserve an adequate record of the information you enter using the Scanning Equipment. We make no representation or warranty concerning the completeness, accuracy, operation or performance of the Scanning Equipment or communication facilities you use to receive the Service. You agree that we shall have no liability whatsoever in respect of any deficiency in, or the malfunction of, your Scanning Equipment or related software, equipment or communications facilities. Your sole recourse will be as provided in the warranties, if any, provided to you by the vendor of the Scanning Equipment. WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SCANNING EQUIPMENT, COMMUNICATIONS FACILITIES OR THE SERVICES, AND WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES IN RESPECT THEREOF, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT BY THE SCANNING EQUIPMENT OR THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

**Maintenance Assistance and Support.** We will assist you in obtaining technical support from the vendor of the Scanning Equipment that we provide to you and other information for the operation and use of the Scanning Equipment we provide to you. If you need assistance with the Scanning Equipment we provide to you, you should call us at 703-684-1655 first and thereafter we will call the vendor.

**Inactivity.** In the event that you do not use this Service for a period of ninety (90) consecutive days, we have the right to terminate your use of the Service and you must return the Scanning Equipment to us as stated under Scanning Equipment.

#### **Terms Specific to Business Mobile Remote Deposit Capture (Business Mobile RDC)**

**Mobile Device.** You are responsible for ensuring your Personnel have mobile devices that meet the hardware and software requirements of the Service and are using the most recent version of the Burke & Herbert Bank Business Mobile RDC App. You are responsible for the charges of any wireless service provider while using the Service.

You acknowledge that you are solely responsible for the security of the mobile devices and agree to maintain adequate safeguards to protect the mobile device and access systems from viruses, spyware or any unauthorized intrusion that would threaten the Service or your accounts. You agree to hold us harmless from any unauthorized transactions, loss or liability associated with any unauthorized intrusion into your or your Personnel's mobile devices or access systems.

**System Requirements.** The Service is available with Apple and Android operating systems and must meet the minimum system requirements as posted on our website and updated from time-to-time; which may be without notice to you.

**Endorsements.** Checks deposited through Business Mobile RDC must bear all required and authorized signatures and include "For Mobile Deposit Only – Burke & Herbert Bank". We reserve the right to reject deposits that are not properly endorsed.

**You and Your Personnel.** Each user (your Personnel) represents, warrants, and agrees that you:

- Own the Mobile Device (or is authorized by its owner to use the Mobile Device, to download Business Mobile RDC App thereto, and to conduct Business Mobile RDC transactions thereon);
- Are authorized by you to conduct Business Mobile RDC transactions on the Mobile Device on your behalf;
- Shall use the Business Mobile RDC Software only to conduct transactions that are expressly authorized by you, and not on behalf on anyone other than you;
- Shall conduct transactions only in such manner as you have trained and instructed your Personnel in accordance with this Agreement and the Service functions (e.g., you/your Personnel shall not deposit types of items that are not permitted by the Service, shall properly dispose of deposited items, etc.);
- Shall conduct transactions only in accordance with any instructions from us, including any instructions provided within the Business Mobile RDC App (e.g., instructions regarding types of items that are and are not permitted for deposit);
- Accept and are bound by the terms of this Agreement and that the terms of the Agreement will not be presented or provided through the Business Mobile RDC App;

- Will remove your Personnel access to the Service and remove/uninstall the Business Mobile RDC App from the applicable Mobile device upon termination of the Service or as your Personnel are no longer responsible for conducting Business Mobile RDC transactions on your behalf. (For Mobile Devices not owned or possessed by you, you shall use commercially reasonable efforts to cause the owner or possessor to uninstall and delete the App.)

**Business Mobile RDC Service Availability.** We will use reasonable efforts to make the Business Mobile RDC Service available for your use on a continuous basis. We do not represent or guarantee functionality of the Business Mobile RDC Service on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. Business Mobile RDC Service may at any time be temporarily unavailable for regular or emergency system maintenance. Your access to Business Mobile RDC Service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish Business Mobile RDC Service in those instances, but we do not promise the Business Mobile RDC Service will always be available for your use. We may elect to discontinue Business Mobile RDC Service or your enrollment therein at any time. If we choose to discontinue Business Mobile RDC Service, we will provide you with reasonable notice. In no event, regardless of cause, shall we be liable to you for unavailability of Business Mobile RDC Services, or your inability to access Business Mobile RDC Services or to execute Business Mobile RDC functions.

**Lost or Stolen Mobile Device or Password; Unauthorized Transactions.** If you or your Personnel believe your Mobile Device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has or may have made a transaction in your account without your authorization, IMMEDIATELY CONTACT US at 703-684-1655.

**Automated Clearing House (“ACH”)**

**Statement of Services.** ACH Services will consist of creating ACH files based on information you provide and sending and/or receiving ACH transactions on your behalf. You shall transmit credit and debit entries (and requests for cancellation or amendment thereof) to us based on the formatting and other requirements of the National Automated Clearing House Association (“NACHA”) rules (available at <http://www.achrulesonline.org> and defined below) and such additional policies and procedures (including restrictions on the types of ACH transactions that may be initiated) as may be provided by us from time to time. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the NACHA Rules. The term “Entry” shall have the meaning provided in the NACHA Rules and shall also mean the data received from you hereunder from which we initiate each Entry. In the event you use a third party service provider to send Entries to us on your behalf, you will remain fully responsible for all your obligations and warranties to us under these Terms and for the compliance of your third party service provider with your obligations and warranties under these Terms. You are responsible for contractually obligating your third party service provider to the foregoing obligations, warranties and security procedures. We are not responsible in any manner for the acts or omissions of your third party service provider. We may debit and/or credit ACH Entries that you originate to your relevant accounts. We may send Entries to any ACH processor selected by us, to an affiliate bank or directly to another bank. You understand that the Services are limited by exposure limits that we establish for you from time to time. In addition, we may reject files and/or Entries if we deem necessary for failure to comply with these Terms, loss prevention or regulatory compliance purposes. If you request us to do so, we may, but are not obligated to, amend or cancel files or Entries after our initial receipt of your instructions. You shall deliver Entries to us prior to our daily cut-off time. Any Entry received by us after our daily cut-off time may be processed on the next Banking Day. In the event that we miss a deadline for submission of Entries, whether due to our delay or your delay, we shall not be liable to you for such delay, but shall use good faith efforts to meet the next succeeding ACH deadline.

**Processing Schedule.**

**Credit Entries**

<u>Delivery Method</u>	<u>Deadline</u>	<u>Day of Delivery</u>
Transmission	4:00 p.m. Eastern Time	Two (2) Banking Days prior to Effective Date.

**Debit Entries**

<u>Delivery Method</u>	<u>Deadline</u>	<u>Day of Delivery</u>
Transmission	4:00 p.m. Eastern Time	One (1) Banking Day prior to Effective Date.

**Sufficient Balances.** You agree to maintain sufficient balances in available funds in your relevant account to cover all credit transactions you submit to us and to cover returns on all debit transactions you submit to us. When we receive your ACH file, we may place a hold on the amount of funds in your account that is necessary to process your ACH file and that amount may be held until the Effective Entry Date. You must transmit your ACH file to prior to your requested Effective Entry Date as

indicated in the Processing Schedule. We may reject any ACH file or Entry if: (i) there are not sufficient balances in available funds in your account at the time the ACH file or Entry is received by us to cover all transactions, (ii) it contains an Effective Entry Date that is not at least two (2) Banking Days after the ACH file or Entry is received by us, or (iii) it fails to satisfy any other Terms of this Agreement. We may charge your account on transmission for all outgoing credit Entries and on receipt for all incoming debit returns. If a relevant account does not have sufficient balances, we may, at our option, either debit any other account of yours with us to provide such balances or decline to forward your transactions. In addition, for purposes of satisfying your payment obligations for the ACH Services, we may consider any overdraft line of credit or other arrangement you have with us.

**Pre-Funding.** We require you to pre-fund an account maintained by us prior to the Effective Date of the ACH file. You will provide immediately available and collected funds sufficient to pay all ACH entries provided by you (a) not later than 9:00 am Eastern Time three (3) Banking Days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

**NACHA Rules.** Unless you have separately contracted with us as third party sender, you agree that all ACH Entries you request us to originate are the result of bona fide business transactions between you and your customer and no such Entries are, directly or indirectly, for the benefit of any third party, whether in a service bureau or other context. You understand that you will be considered the Originator of ACH transactions submitted hereunder. Each time you use the Service, you agree to comply with all rules and operating guidelines of NACHA (the "NACHA Rules") which are applicable to Originators (capitalized terms not otherwise defined herein shall have the meaning set forth in the NACHA Rules) and you warrant that each Entry complies with NACHA Rules. You make the same warranties to us as we make under Section 2.2 (or any successor section) of the NACHA Rules. You agree not to initiate Entries that violate the laws of the United States. You are responsible for promptly handling and, if necessary, responding to and resolving at your own expense any Special Handling Claims (as defined below). The NACHA Rules contain special requirements and impose additional obligations on us when we act as the Originating Depository Financial Institution ("ODFI") for you with respect to certain Entry codes. You will be deemed to have made the additional representations and warranties, and agreed to the additional covenants and agreements, contained in the NACHA Rules that are applicable to the codes and types of Entries you submit to us. You specifically agree to comply with any requests by us for information required by the NACHA Rules. International bound transactions are Entries that involve a financial institution that is not located within the territorial jurisdiction of the United States. These international payment transactions are identified by a Standard Entry Class (SEC) Code IAT. IAT originators are required to include specific information defined within the Bank Secrecy Act's "Travel Rule" to ensure that all parties to the transactions have the information necessary to comply with the U.S. law, which includes the programs administered by the Office of Foreign Assets Control and the U.S. Department of Treasury's Financial Crimes Enforcement Network. Receiving Depository Financial Institutions, Gateway Operators, us as the ODFI, and other parties involved with IAT Entries also have obligations under and have to comply with the NACHA Rules and the U.S. law for IAT Entries. With respect to each Entry submitted to us, you represent and warrant to us that you have conducted a thorough examination of Receiver and other third party relationships to identify and confirm that no transactions will result in a transfer of funds to or from a party or financial agency outside the territorial jurisdiction of the United States. You agree not to act as a Gateway Operator, not to send any IAT Entries, and not to process any international ACH transactions. You shall retain data on file adequate to permit remaking of Entries for seven (7) days following the date of their transmittal to us, and shall provide such data to us upon request. Without limiting the generality of the foregoing, you specifically agree to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of documents or any record, including your responsibilities to retain all items, source documents, and records of authorization in accordance with the NACHA Rules.

**Security Procedures.** In conjunction with the other security procedures set forth herein, you agree that we will use the following security procedure to verify the authenticity of ACH transfers transmitted to us electronically and not to detect errors in the transmission or content of Entries. We will determine whether the transmission: (i) is identifiable to a unique customer identifier that we have assigned to you; or (ii) was received via a secure connection that we have established with you. We may change your unique customer identifier(s) from time to time. You shall take all necessary steps to prevent the unauthorized use or disclosure of your unique customer identifier(s) and Secure Token(s), and to otherwise establish and maintain procedures to protect against the provision of unauthorized ACH transfer instructions to us.

You will access the ACH system by utilizing the prearranged log on and transaction authorization procedures. You agree to use the Service in accordance with the Security Procedures and that ACH transactions submitted based on our Security Procedures represents a valid order to us. Specifics to the Security Procedures will be provided as part of the implementation process. You are responsible for you and your Personnel's compliance with the Security Procedures. You are solely responsible for the

accurate creation, modification, and deletion of the account information maintained on your personal computer or device that is used for ACH transfers. You agree that we may change our Security Procedures from time-to-time with notice to you and/or your Personnel. Your use of our Security Procedures indicates your acceptance of the procedures.

We will anticipate the receipt of an ACH file from you on each scheduled processing date identified by you in writing and agreed to by us. You will notify us if a file will not be electronically transmitted on the prearranged scheduled processing date. You are responsible for ensuring that we receive the file on each processing date indicated in the processing schedule. We will verify that the file totals agree with your information given by fax or phone. In the event of a discrepancy in the totals, we will call your specified representative designated by your authorized signatory. If this representative is not available for notification, then the file will not be processed until your designated representative can be contacted.

An ACH transfer instruction transmitted to us through our online system must be authenticated via a Secure Token or other security practice as made available through the Service. You will provide us with verification of the ACH transfer instruction by entering the one-time security code provided by your Secure Token or other security practice we make available.

**AN ACH TRANSFER INSTRUCTION SHALL BE EFFECTIVE AS YOUR VALID ORDER TO US AND YOU AGREE TO BE BOUND BY THE SAME IF: (1) IT WAS IN FACT TRANSMITTED OR AUTHORIZED BY YOU; OR (2) IT WAS ACCEPTED BY US IN COMPLIANCE WITH THE ABOVE SECURITY PROCEDURE, WHETHER OR NOT IT WAS ACTUALLY AUTHORIZED BY YOU.** This security procedure is intended to verify the authenticity of transfer directions, not errors in transmission or content. Compliance with the security procedure shall be documented by our computer system and absent proof of tampering therewith such records shall be dispositive with respect to all questions concerning the actions documented therein. This security procedure may be carried out by our computers without unbundling of files or human oversight on individual Entries. You are solely responsible for the security of the non-bank endpoints. We do not guarantee security of the secured connection, which shall be considered part of your "transmitting facilities" for purposes of UCC 4A-203. You confirm and agree this security procedure is commercially reasonable.

**Notices with Respect to Credit Entries and UCC Article 4A.** Credit given by us with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment via such entry (i.e. the originator of the entry) shall not be deemed to have paid the amount of such entry. Under the NACHA Rules, we are not required to give next day notice of receipt of an ACH item and we will not do so. However, we will notify you of the receipt of payments in the periodic statements we provide to you. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses.

To the extent that credits to any of your account(s) are revoked due to any third party claim or demand or any other process recognized by the NACHA Rules (including returns, reversals, adjustments, reclamations, or claims based on breach of any warranty made by us or you under the NACHA Rules, collectively "Special Handling Claims"), you shall immediately reimburse us for the amount thereof. Our right of reimbursement is absolute and unconditional, shall survive any termination of these Terms, and shall not, for any reason whatsoever, be subject to any reduction, setoff, defense, counterclaim, deferment or right of recoupment. If Special Handling Claims become excessive (in our judgment), we may adjust fees, require reserves and/or modify or discontinue Services. We also may delay the availability of any amount credited for a debit Entry or credit reversal if we believe that there may not be sufficient funds in your account to cover chargeback or return of the Entry or reversal.

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### **Online Wire Transfer**

**Statement of Services.** Online Wire Transfer Services allow you to give us instructions to transfer funds ("Payment Orders"). We are authorized to honor, execute and charge your account(s) without restriction or limitation other than as set forth on your enrollment documentation.

**Processing Schedule.** Wire requests and Payment Orders received by us before 3:00 PM (ET) will be processed that Banking Day. Wire requests and Payment Orders received by us after 3:00 PM (ET) will be processed the next Banking Day.

**Security Procedures.** Online Wire Transfer offers the option to require dual control before submitting a Payment Order. We strongly encourage the use of dual control to protect your accounts. In conjunction with the other security procedures set forth herein and the Bank Secrecy Act and the Office of Foreign Assets Control ("OFAC"), you agree that we will use the following security procedure to verify the authenticity of Payment Orders transmitted to us electronically and not to detect errors in the transmission or content of the Payment Orders. We will determine whether the transmission: (i) is identifiable to a unique

customer identifier that we have assigned to you; or (ii) was received via a secure connection that we have established with you.

You will access the wire transfer system by utilizing the prearranged log on procedures. You agree to use the Service in accordance with the Security Procedures and that transactions submitted based on our Security Procedures represents a valid order to us. We may change your unique customer identifier(s) from time to time. You shall take all necessary steps to prevent the unauthorized use or disclosure of your unique customer identifier(s) and Secure Token(s) and to otherwise establish and maintain procedures to protect against the provision of unauthorized Payment Orders transmitted to us. You are solely responsible for the accurate creation, modification, and deletion of the account information maintained on your personal computer or device that is used for Payment Orders. You agree that we may change our security procedures from time-to-time with notice to you and/or your Personnel. Your use of our security procedures indicates your acceptance of the procedures.

Payment Orders transmitted to us through our online system must be authenticated via a Secure Token or other security practice as made available through the Service. You will provide us with verification of the Payment Order by entering the one-time security code provided by your Secure Token or other security practice we make available.

**A PAYMENT ORDER SHALL BE EFFECTIVE AS YOUR VALID ORDER TO US AND YOU AGREE TO BE BOUND BY THE SAME IF: (1) IT WAS IN FACT TRANSMITTED OR AUTHORIZED BY YOU; OR (2) IT WAS ACCEPTED BY US IN COMPLIANCE WITH THE ABOVE SECURITY PROCEDURE, WHETHER OR NOT IT WAS ACTUALLY AUTHORIZED BY YOU.** This security procedure is intended to verify the authenticity of Payment Orders, not errors in transmission or content. You are solely responsible for the security of the non-bank endpoints. We do not guarantee security of the secured connection, which shall be considered part of your "transmitting facilities" for purposes of UCC 4A-203. You confirm and agree this security procedure is commercially reasonable.

**Payment Orders.** We are authorized to honor, execute, and charge your account(s) without restriction or limitation other than as set forth herein, all Payment Orders accepted by us in compliance with the security procedures described herein. We have no obligation to amend, modify or cancel Payment Orders after they are accepted. If we, in our sole and absolute discretion, determine to permit a Payment Order to be cancelled, such cancellation shall be conditioned upon and subject to: (i) our processors confirmation of the effective cancellation of the transfer; and (ii) any funds or credits provided by us for payment of the transfer shall have been returned to us. Payment Orders will be executed by us in United States dollars unless we accept a Payment Order denominated in a foreign currency (an "FX Order"). Exchange rates for FX Orders will be as established by us from time to time and will be applied as of the date the Payment Order is executed by us. You acknowledge that exchange rates vary and that different rates may apply for different products.

**Acceptance and Rejection of Payment Orders.** We may give you written notice of each Payment Order accepted and executed hereunder. Written notices must be requested and a fee may be assessed. You agree to review such notices within a reasonable time after receipt (which you agree will normally be by the close of business on the day of receipt and never longer than five (5) Banking Days after receipt) and to give us immediate telephonic notice, thereafter confirmed in writing, of any unauthorized, erroneous or improperly executed Payment Order. We reserve the right to reject any Payment Order submitted and agree to give you notice of any such rejection; provided that you have complied with applicable standard procedures referenced in the submission of such Payment Order. Without limiting the generality of the foregoing, we may reject any Payment Order if it is prohibited by OFAC or will it create an overdraft. If we, nonetheless, honor such Payment Order, you shall immediately reimburse us for the amount of the overdraft.

**Reconciliation.** All funds transfers will appear within Business Online Banking and on your regular account statement. It is your obligation to examine each account regularly (we recommend daily, but a minimum, with each monthly statement) for any discrepancy concerning any funds transfer. If you fail to notify us of any such discrepancy within thirty (30) days after an account statement is mailed or otherwise made available to you or you receive other information sufficient to detect such discrepancy, we shall not be liable for, and you shall indemnify and hold us harmless from, any loss of interest with respect to the funds transfer and any other loss which could have been avoided had you given us notice.

**Restrictions on Transfers; Customer Instructions.** Payment Orders shall be subject to the restrictions set forth on the enrollment documentation. You may change such restrictions or give us other instructions from time to time, provided that: (i) we receive such changes or instructions in writing; and (ii) an authorized officer from us returns to you a written acceptance of such changes or instructions. Changes or instructions not satisfying the foregoing conditions shall not be effective or binding on us. In any event, we shall have a reasonable opportunity to review and implement (or give you notice of rejection of) any such changes or instructions.

**Misdescription of Parties.** You acknowledge that payment of any Payment Order may be made on the basis of, and any bank (including us) executing the Payment Order may rely upon: (i) the number in the order identifying the beneficiary, even if it identifies a party different from the party named as beneficiary; and (ii) the name or number of the beneficiary’s bank or any intermediary bank named in the Payment Order, even if the name and number identify different parties. In either case, no bank (including us) shall be required to determine whether the name and number identify the same person.

**Execution of Payment Orders.** In executing Payment Orders, we may use whatever means we deem reasonable in the circumstances, including selection of a funds transfer system, routing and means of transmission. Our acting to your Payment Order will be subject to the applicable processing deadline and Banking Day schedule. We may treat requests we receive after a deadline as if we received them on the next Banking Day. If we read back any Payment Order to you, the terms that are read back shall be deemed the controlling terms of the Payment Order unless corrected by you at that time.

**CONSENT TO ELECTRONIC DISCLOSURES, COMMUNICATIONS, AND TRANSACTIONS**

YOU CONSENT TO DO BUSINESS BY ELECTRONIC MEANS CONCERNING THE SERVICE AND TRANSACTIONS CONDUCTED THROUGH THE SERVICE. YOUR CONSENT INCLUDES, BUT IS NOT LIMITED TO, RECEIVING COMMUNICATIONS SUCH AS THIS AGREEMENT OR OTHER NOTICES VIA ELECTRONIC COMMUNICATION INSTEAD OF IN WRITING. YOUR CONTINUED USE OF THE SERVICE OR CONTINUED USE BY YOUR PERSONNEL, CONSTITUTES ACCEPTANCE OF THE COMMUNICATIONS.

Signature:	Date:
Printed Name:	Title:

**Accepting the Agreement and your Attestation**

You accept and agree to be bound by this Agreement when you enter the Burke & Herbert Bank Business Banking Services Master Agreement and accept this Agreement as a precondition to using the Services described and selected herein and agree to be bound by this Agreement and any amendments made from time-to-time. Such amendments will be available to you either on our website or through electronic messaging. You attest: (i) you are a legal account owner, authorized signer, or legal representative; (ii) all information that you have provided to be used in connection with the Service(s) is accurate, current, and complete; (iii) that you have the right to provide such information to us for the purpose of using the Service(s); and (iv) that you shall not misrepresent your identity and to keep all information current and accurate. This constitutes the entire agreement with respect to the subject matter hereof, except as provided in the paragraph on “Changes” above.

IN WITNESS WHEREOF, the undersigned has executed this Business Banking Services Master Agreement as of the date indicated below.

Business Name:	
Address:	Signature:
City, State, Zip:	Printed Name:
Phone:	Title:
Fax:	Date:

<b>Bank Use Only: CIF Number:</b>
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**Burke & Herbert Bank**  
**Business Services Pricing Schedule**  
**Effective January 15, 2020**

Service	Without Business Relationship Package	With Business Relationship Package
<b>Business Online Banking with Online Bill Pay</b>	\$0/month Discounted fee for online stop payments (\$10/stop payment)	\$0/month Discounted fee for online stop payments (\$10/stop payment)
<b>Online Wires</b>	\$25/month; \$100 set-up fee (plus per wire fees; discounted fee for outgoing domestic wires of \$10/wire)	\$15/month; \$75 set-up fee (plus per wire fees; discounted fee for outgoing domestic wires of \$10/wire)
<b>ACH Service*</b>	\$25/month; \$100 set-up fee \$8/returned or rejected ACH item	\$15/month; \$75 set-up fee \$8/returned or rejected ACH item
<b>Positive Pay</b>	\$25/month; \$100 set-up fee	\$15/month; \$75 set-up fee
<b>Remote Deposit Capture (RDC) and Business Mobile RDC</b>	Using Scanner Only or Scanner and Business Mobile RDC: \$50/month; \$100 set-up fee (includes one scanner) \$25/month for each additional scanner  Business Mobile RDC Only: \$25/month; \$50 set-up fee If add Scanner at later date: \$50 additional set-up fee	Using Scanner Only or Scanner and Business Mobile RDC: \$40/month; \$75 set-up fee (includes one scanner) \$15/month for each additional scanner  Business Mobile RDC Only: \$15/month; \$25 set-up fee If add Scanner at later date: \$50 additional set-up fee
<b>Lockbox</b>	\$200/month; \$100 set-up fee per remittance coupon	\$175/month; \$75 set-up fee per remittance coupon
<b>Merchant Services</b> (offered through First Data)	Customized pricing based on transaction/sales volumes and equipment used	Customized pricing based on transaction/sales volumes and equipment used; Monthly Account Fee (\$7.50) and Regulatory Account Fee (\$2.95) waived

\*On Commercial Analysis Accounts, there is an additional fee of \$0.10 per ACH origination item (debit or credit).

Additional Account Fees per Fee Schedule located at [burkeandherbertbank.com/disclosures](http://burkeandherbertbank.com/disclosures).