

Online Banking Agreement and Disclosures

To enroll in Burke & Herbert Bank Online Banking, please review and consent to the following:

- **ESIGN Disclosure and Consent** -- applies to personal banking customers (or consumers).
- **UETA Consent** -- applies to commercial or business banking customers. (See UETA Disclosure on p2.)
- **Online Banking Agreement and Electronic Fund Transfers (EFT) Disclosure** (See p2-9.)

Personal Banking Customers: By selecting "I Agree", you consent to the ESIGN requirements described here including electronic delivery of the Online Banking Agreement and Electronic Fund Transfers Disclosure. You further agree that your computer satisfies the hardware and software requirements specified below and that you have provided us with a current email address at which we may send electronic communications to you.

Commercial or Business Banking Customers: By selecting "I Agree", you are acknowledging receipt of the UETA disclosure and agreeing to perform transactions electronically.

ESIGN Disclosure and Consent

Personal Banking Customers: Please read this Electronic Signatures in Global and National Commerce ("ESIGN") Act Disclosure and Consent carefully. This Consent is required by the Act. You are agreeing to receive electronically the Burke & Herbert Bank Online Banking Agreement and the Electronic Fund Transfers Disclosure as required by Regulation E. If you do not wish to receive these forms electronically, please do not consent and you will not be enrolled in Online Banking.

As a personal banking customer, you may make recurring or preauthorized transfers using Online Banking. When you make a preauthorized transfer through Online Banking you will receive notification on your device's screen confirming your transfer. There is no option to receive a paper copy of the confirmation. If you wish to receive confirmation of a preauthorized transfer on paper, you must go into a branch to complete the preauthorized transfer. If you do not wish to receive confirmation electronically, please do not consent and you will not be enrolled in Online Banking.

Withdrawal of Consent

You have the right to withdraw your consent to receive electronic confirmation of your preauthorized transfers and receive these confirmations in writing and at no charge by initiating these transfers at a branch location. However, withdrawing your consent also will terminate your ability to use Online Banking. To withdraw your consent, please contact us at 703-684-1655 or visit a Burke & Herbert Bank branch and a bank representative will assist you in closing your Online Banking account.

Current E-Mail Address

It is important to provide the Bank with your current email address so that we may contact you electronically. To provide a current email address, choose the Preferences tab within Burke & Herbert Bank Online Banking and follow the instructions on that page. You also may provide us with a current email address by calling us at 703-684-1655 or by visiting your local branch.

Hardware and Software Requirements

You are responsible for the installation, maintenance and operation of your computer and its software. The Bank is not responsible for any errors or failures from any malfunction of your computer or the software. The Bank also is not responsible for any computer virus or related problems that may be associated with the use of any online system.

To access and retain an electronic copy of the Burke & Herbert Bank Online Banking Agreement and Electronic Fund Transfers Disclosure, you must have:

- A personal computer or tablet, operating system and telecommunications connections to the Internet capable of supporting and interacting with our Online Banking site.
- An Internet browser which supports 128-bit encryption: Internet Explorer version 11.0 or above, Firefox, Chrome, or Safari. You may test your browser on our "Login" page to ensure its compatibility.
- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- Adobe Acrobat Reader software version 9.0 or higher.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit or a printer which is capable of printing from your browser and e-mail software.

While other software (e.g., browsers and PDF readers) may be used, the above software and versions are supported. These hardware and software requirements must be satisfied at your own expense. We may revise hardware and software requirements. If the revised requirements have the potential to impact your ability to access Online Banking and to receive and retain electronic confirmations, we will notify you in advance and provide you an opportunity to cancel your access to Online Banking without the imposition of any fees. You may not consent to receive your preauthorized transfer confirmation(s) electronically under this agreement if you do not have the capacity to print or to retain the electronically delivered confirmation.

Paper Delivery of Disclosure

You have a right to receive a paper copy of the Burke & the Herbert Bank Electronic Fund Transfers Disclosure. To receive a paper copy at no charge, please contact us at 703-684-1655 or visit a Burke & Herbert Bank branch. Be sure to state that you are requesting a copy of the Burke & Herbert Bank Electronic Fund Transfers Disclosure.

UETA Disclosure

Commercial or Business Banking Customers: The Uniform Electronic Transaction Act ("UETA") requires your consent to do business by electronic means for communications concerning Burke & Herbert Bank Online Banking ("Service") and transactions conducted through the Service. Your consent includes, but is not limited to, receiving communications such as the Burke & Herbert Bank Online Banking Agreement or other notices via electronic communication instead of on paper. Your continued use of the Service or continued use by your personnel, constitutes acceptance of the communications sent electronically. If you do not agree, please do not consent to this agreement and you will not be enrolled in Online Banking.

Burke & Herbert Bank Online Banking Agreement and Electronic Fund Transfers Disclosure

These terms and conditions constitute the agreement ("Agreement") between you and Burke & Herbert Bank ("Bank") with respect to the use of Online Banking Services. Your use of the Online Banking Service ("Service") constitutes your agreement to be bound by the terms of this Agreement. In this Agreement, the words "you" and "yours" mean each person who applied for the Service and the terms "us", "our" and "we" mean the Bank.

The terms and conditions of the deposit agreements and disclosures for each of your accounts as well as your other agreements with the Bank continue to apply notwithstanding anything to the contrary in this Agreement.

Eligibility

For personal banking customers (or consumers), you must have at least one eligible deposit or loan account. If you have more than one Burke & Herbert Bank eligible account, we will add to your Online Banking Service those accounts where you are listed as an owner. You understand that this applies to any and all eligible accounts you may have, as well as new accounts or existing accounts where you are designated as an owner.

For commercial or business banking customers, you must have at least one eligible deposit or loan account. If you have more than one Burke & Herbert Bank eligible account for your business, we will add them to your Online Banking Service. Additionally, if you are a signer on a business account and provide Online Banking rights to personnel (officers, directors, partners, employees, agents, representatives or contractors, including persons granted signature authority on your accounts and personnel who are permitted to give us instructions with respect to transactions processed hereunder (collectively, your "Personnel")), you are responsible for all activities, transactions, acts and omissions that your Personnel conduct through the Service. You understand that your Personnel may have access to business account information and Mobile Banking features, including mobile deposit. 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. You agree to accept sole responsibility for losses attributable to the acts or omissions of your Personnel. You are responsible for adding, maintaining, or deleting Personnel access.

Password and Security

By enrolling in the Service, you authorize the Bank to follow your instructions in the use of the Service. You may use your Burke & Herbert Bank Online ID and Online Password ("Password") to access the Service and to transfer funds between your accounts via the Service.

You agree not to give or make available your Password to any unauthorized individuals. Anyone to whom you give your Online ID and Password or other means of access will have full access to your accounts even if you attempt to limit that person's authority. If you believe that your Password has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Bank at once by calling us at 703-684-1655 or by writing to us at the address listed below under Errors and Questions.

You agree that the security procedures are commercially reasonable for your situation. You agree that you are responsible, and that the Bank will not be liable to you, except as stated in applicable Federal

and State laws, if any unauthorized person intercepts electronic communications between you and the Bank in the absence of the Bank's negligence. You agree that an electronic notice sent to an address designated by either party under this Agreement that satisfies any commercially reasonable security procedures imposed by the sender, constitutes written notice, and that the Bank may, at Bank's sole option, rely on such notice without obtaining a manual signature of one of its Authorized Persons.

You agree that you are responsible, and that the Bank will not be liable to you, if any unauthorized access occurs to your account including and not limited to interception of electronic communications.

Hardware and Software Requirements

You are responsible for the installation, maintenance and operation of your computer and its software. The Bank is not responsible for any errors or failures from any malfunction of your computer or the software. The Bank is also not responsible for any computer virus or related problems that may be associated with the use of any online system.

To access and retain communications (eStatements) you must have:

- A personal computer or tablet, operating system and telecommunications connections to the Internet capable of supporting and interacting with our Online Banking site.
- An Internet browser which supports 128-bit encryption: Internet Explorer version 11.0 or above, Firefox, Chrome, or Safari. You may test your browser on our "Login" page to ensure its compatibility.
- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- Adobe Acrobat Reader software version 9.0 or higher.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit or a printer which is capable of printing from your browser and e-mail software.

While other software (e.g., browsers and PDF readers) may be used, the above software and versions are supported. These hardware and software requirements must be satisfied at your own expense. We may revise hardware and software requirements. If the revised requirements have the potential to impact your ability to access or retain eStatements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving your statement (e.g. change to paper format vs. an electronic format) without the imposition of any fees. You may not consent to receive your account statement(s) electronically under this agreement if you do not have the capacity to print or to retain the electronically delivered eStatements.

Regulation E – Electronic Fund Transfers (Provisions Applicable Only to Consumer Accounts)

Definition of Business Day

Business days are Monday through Friday excluding holidays.

Preauthorized Transfer Services

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

Limits on Transfers from Certain Accounts

Federal regulation limits the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six (6) such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer.

Other Limitations

The following limitation applies within Online Banking:

- Bank to Bank transfers: \$1,000 and 5 transactions per day inbound; \$1,000 and 5 transactions per day outbound

The following limitations apply within Online Bill Pay:

- Electronic and/or check payments: \$25,000 per day
- Person to Person payments: \$1,000 per item per day

We reserve the right to impose limitations for security purposes at any time.

Notice of Rights and Responsibilities

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

Right to Receive Documentation of Your Transfers

Periodic Statements

If your account is subject to receiving a monthly statement, all electronic fund transfer (EFT) transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

Rights Regarding Preauthorized Transfers

Rights and Procedures to Stop Payments

If you have instructed us to make regular preauthorized transfers/payments out of your account, you may stop any of the payments. To stop a payment, call us at: 703-684-1655 or call Automated Telephone Banking at 703-751-7701 or 877-440-0800, or write to: P.O. Box 268, Alexandria, Virginia 22313-0268.

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

Our Liability for Failure to Stop Preauthorized Transfer Payments

If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

Notice of Varying Amounts

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Your Responsibility to Notify Us of Loss or Theft and Consumer Liability

Tell us AT ONCE if you believe that your Online ID and/or Password has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. The best way of keeping your possible losses down is by calling us at: 703-684-1655; or you may write to: P.O. Box 268, Alexandria, Virginia 22313-0268.

If you tell us within two (2) business days after you learn of the loss or theft of your Online ID and/or Password you can lose no more than fifty dollars (\$50) if someone used your Online ID and/or Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Online ID and/or Password, and we can prove we could have stopped someone from accessing your account(s) without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

In Case of Errors or Questions about Your Transactions

In case of errors or questions about your electronic fund transfers, call us at: 703-684-1655, or write to us at: P.O. Box 268, Alexandria, VA 22313-0268, or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Burke & Herbert Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign

initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Liability for Failure to Complete Transaction

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

- If through no fault of ours, you do not have enough money in your account to make the transfer, or if the transfer would result in exceeding the credit limit on your line of credit, if you have one.
- The equipment or software used by the Bank to provide the Service was not working properly and you knew or were advised by the Bank about the malfunction before you executed the transaction.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- You have reported your Password as lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.

There may be other exceptions provided by applicable law.

Charges for Transfer or the Right to Make Transfers

Per Transaction Charge

We may assess a fee for each preauthorized transfer you make. Please see the Schedule of Fees to determine the applicable amount.

Schedule of Fees

The Schedule of Fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Burke & Herbert Bank upon request.

Disclosure of Account Information

We will disclose information to third parties about your account or electronic fund transfers made to your account:

- Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us your permission in a record or writing.

Alterations and Amendments

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Bank from time to time. In such event, the Bank will post the amended terms or conditions and provide notice to Online Banking customers of a change. Any use of the Service after the Bank posts the change will constitute your agreement to such change(s). Further, the Bank may from time to time revise or update the programs, and/or related material, which may render all such program versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the Service, and/or related material and limit access to the Bank's more recent revisions and updates of the Service.

Termination or Discontinuation

In the event you wish to discontinue the Service, you must contact the Bank in writing. Written notice of Service discontinuance must be supplied ten (10) days prior to the actual discontinuation date and must be sent to:

Burke & Herbert Bank
Attn: Online Banking Service
P.O. Box 268
Alexandria, VA 22313-0268

The Bank may terminate use of the Service by any individual at any time. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Disputes

In the event of a dispute regarding the Service, you and the Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Bank which supersedes any prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement, except to the extent that this Agreement may be subsequently modified by the Bank posting additional terms and conditions on the Web Site as described under the Alterations and Amendments section of this Agreement above. If there is a conflict between what a Bank employee says and the terms of this Agreement, the terms of this Agreement shall control.

Assignment

You may not assign this Agreement to any other party.

No Waiver

The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions.