



“eCommerce Banker” Cash Management Services Agreement

This Agreement is made by and between the undersigned (“you” or “Client” or “Customer”) and John Marshall Bank (“us”, or “Bank”).

- 1. Services.** We will provide you with the cash management and information services (the “Services”) specified in the attached Schedule A. If you request additional “eCommerce Banker Cash Management Services” in the future, they will also be governed by this Agreement and any schedules, exhibits or addendums attached hereto, unless we notify you otherwise.
- 2. “eCommerce Banker Cash Management Services”.** Instructions on how to use the Services are available through an on-line help system. A hard copy of the help system is available upon request. You are solely responsible for ensuring that your computers and operating software are compatible with our system.

You are responsible for providing and maintaining at your own expense all equipment necessary in connection with the Services. This includes, but is not limited to, telephones, terminals, Internet access, modems and computers. We assume no responsibility for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur with your use of the “eCommerce Banker Cash Management Services” system.

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

All specifications, records, Software, forms, systems, security procedures, and programs utilized or developed by us in connection with this Agreement constitute confidential, proprietary property and must be returned to us upon request.

John Marshall Bank cannot amend, change or waive any terms or provisions of the “eCommerce Banker Cash Management Services” Agreement. You agree that as a condition of receiving the “eCommerce Banker Cash Management Services” to comply with all the terms and conditions of the “eCommerce Banker Cash Management Services” License.

3. **Your “eCommerce Banker Cash Management Services” Accounts.** Attached Schedule A lists the accounts you maintain with us that you wish to access with the Services. If Schedule A includes accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing your authority.
4. **Fees.** You agree to pay us the Service fees described in attached Schedule B. We may send you a bill for the fees (which must be paid within 10 days from the invoice or statement date) or charge them directly to your account(s) with us. If you fail to pay any amount owing to us under this Agreement, the amount will bear interest at the rate of 12% per year until paid. We may amend our Service fees from time to time by providing you with notice.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

5. **Access to Account Data.** You can obtain balance and other account information through the Services. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. “Posted” items may be reversed due to insufficient funds, stop payments etc. Items may appear as paid, yet may be reversed the next day. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system.
6. **Information Processing and Reporting.** We offer a number of Services which require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information which you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our

own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

7. **Inaccurate/Conflicting Information.** If you submit a funds transfer request which describes an intermediary financial institution, beneficiary financial institution or beneficiary by name and identifying account number, we and other financial institutions may process the request on the basis of the identifying number, rather than the name, even if the number identifies a different person, entity, account or financial institution. We are not obligated to review any funds transfer request for inconsistencies or to confirm the correctness of any such request, except to the extent provided in this Agreement.

8. **Sign On ID and Pass Codes and Procedures.** We will provide you with a number and entry code or password (“Sign On ID and Pass Code”) to access the System. You agree to: (a) change your Sign On ID and Pass Code immediately upon signing onto the System for the first time; (b) comply with the User Guide and all security procedures we provide to you in connection with the Services; (c) take reasonable steps to safeguard the confidentiality and security of the Sign On ID and Pass Code, User Guide information, and any other proprietary property or information we provide to you in connection with the Services; (d) limit access to your Sign On ID and Pass Codes to persons who have a need to know such information; (e) closely and regularly monitor the activities of employees who access the Services; and (f) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached.

Your Sign On ID and Pass Code may be changed by you from time to time. You agree to change your Sign On ID and Pass Code immediately if someone who has had access to the Code is no longer employed by you or is no longer authorized to use the Services. We may also require you to change your Sign On ID and Pass Code at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person’s authority to access the Services or if we believe such action is necessary for security reasons.

Each time you perform a funds transfer with the Service, you warrant that the Sign On ID and Pass Code procedures are commercially reasonable for the transaction, based on the circumstances involved (e.g., the size, type, and frequency of your transfers, as well as your internal controls). We may process any funds transfer request we receive through the Service which includes your Sign On ID and Pass Code. Fund transfer requests submitted with the Sign On ID and Pass Code will be deemed effective as if made by you, and you will be obligated to pay us the amount of such orders, even if they are subsequently determined to be unauthorized.

You agree that you control the addition and deletion of users and the level of user authority for transactions. You agree to utilize the security and audit features provided by the Service. You can learn about security features by reviewing the User Guide or the

9. Additional Services:

- If checked, You desire to obtain electronic funds transfer services through eCommerce Banker and you agree to the additional provisions contained in the **ACH / Electronic Funds Transfer Service Addendum** attached hereto.
- If checked, You desire to obtain wire transfer services through eCommerce Banker and you agree to the additional provisions contained in the **Wire Transfer Service Addendum** attached hereto.
- If checked, You desire to obtain positive pay services through eCommerce Banker and you agree to the additional provisions contained in the **Positive Pay Service Addendum** attached hereto.

10. Cutoff Hours/Fund Wire Transfers. A number of our Services are subject to processing cutoff hours. The cutoff hour for wire transfers is 3:00pm on business days. The cutoff hour for ACH transactions, stop payment orders, tax payments and internal transfers is 1:00pm on business days. Our business days are Monday through Friday, excluding holidays. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day.

A fund transfer request is deemed to be received by us when the status in your Wire Manager grid changes to Processing. A fund transfer request is deemed to have been processed when the status of the Wire request is Confirmed. Unless you notify us of a problem with the transfer or confirmation within five days, you will be deemed to have approved the accuracy of the information contained in the confirmation.

11. Overdrafts. In the event that we in our discretion overdraft any of your accounts to make any transfers pursuant to this agreement, we shall not be obligated to do so in the future, regardless of the number of times we shall have previously allowed such overdrafts. You shall be liable for the payment of any transfers made by us pursuant to the Agreement even though there were insufficient funds in your account(s) at the time the transfers were made.

12. Limitation of Liability. Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds transfer system rule, guideline, policy or regulation; (h) the lack

of available funds in your Account to complete a transaction; or (I) our inability to confirm (to our satisfaction) the authority of any person to act on your behalf. You agree to notify us within five business days if you believe we have acted negligently or in breach of this Agreement.

We will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of our actions or omissions, even if we are aware of the possibility of such damages. Our liability and your remedy for actual costs and losses resulting from our actions and/or omissions are either, (i) the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss; or (ii) \$500.00 (whichever is less).

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort we undertake to reduce any loss of liability.

Any claim, action or proceeding to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs.

13. **Arbitration.** Any controversy arising out of or related to this Agreement or the Services shall be referred to arbitration before the American Arbitration Association, strictly in accordance with the terms of this Agreement. The arbitration shall be heard before an arbitrator mutually agreeable to you and us. If we cannot agree upon the choice of an arbitrator within 10 days, then the arbitration shall be heard by three arbitrators: One chosen by us, one chosen by you, and the third chosen by the first two arbitrators. BY ENTERING INTO THIS AGREEMENT, YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY in connection with this Agreement and the Services. This provision shall not limit or constrain our right of setoff or to obtain provisional or ancillary remedies such as injunctive relief. Neither party shall institute a proceeding hereunder until it has given the other party at least 30 days prior written notice of its intent to do so.
14. **No Assignment.** You may not assign any right or delegate any obligation under this Agreement without our prior written consent.
15. **No Third Party Beneficiaries.** This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.
16. **Notices.** Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or delivered to you at the statement or mailing address shown for you on our Account or Services records. Notices to us must be sent to: John Marshall Bank, address.
17. **Electronic Mail.** You can send us electronic mail (“e-mail”) with the Service. Since we may not receive or review it immediately, you should not rely on e-mail if your need to communicate with us right away (e.g., to stop the payment of a check). If you need to

contact us immediately, you should contact your branch of account in person or by telephone. We shall have a reasonable time to act upon any e-mail request, and reserve the right to reject any transaction or request received by e-mail (e.g., a request to wire funds).

18. **Notifying Us of a Problem.** You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about the Accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any Account; (c) a breach in the confidentiality of the Sign On Id and Pass Word or User Guide; or (d) other problems related to the Services. You must send us a notice of any discrepancy or other problem involving transfers, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first).
19. **Amendments.** We may amend this Agreement, the Service fees, and the User Guide by providing you with prior written notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.
20. **Virginia Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
21. **No Attorneys' Fees.** Attorneys' fees shall not be awarded in any proceeding to enforce the terms of this Agreement.
22. **Monitoring of Communications.** You agree on behalf of your self, your employees and agents that we may monitor and record your communications in connection with the Services at any time, without further notice to you or any party to the communication.
23. **Termination.** You or we may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may terminate this Agreement immediately if: (a) you breach any agreement with us; (b) the confidentiality of your Sign On ID and Pass Code is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or the Service; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement shall not affect the rights or obligations of the parties existing prior to termination.
24. **Entire Agreement.** This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to the Services.

25. Validity. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

Client:

By: _____

Name: _____

Title: _____

Date: _____

Bank:

John Marshall Bank

By: _____

Name: _____

Title: _____

Date: _____

ACH / ELECTRONIC FUNDS TRANSFER SERVICE ADDENDUM

This Addendum between John Marshall Bank, (also referred to as the "Bank") and Client (also referred to as the "Customer"), sets forth the procedures to be followed in initiating authorized electronic credit and debit transactions also referred to as electronic funds transfer "EFT".

GENERAL

Customer and Bank agree to conduct all activities contemplated under this Electronic Funds Transfer Service Addendum in accordance with the Operating Rules of the National Automated Clearing House Association, as amended from time to time, unless superceded by applicable federal or state law (e.g. UCC 4A or the Electronic Funds Transfer Act).

Customer furthermore acknowledges that transactions it originates under this Addendum comply with United States laws. This includes, among other things, the Office of Foreign Assets Control (OFAC) enforced sanctions.

The parties involved with the Electronic Transfers Service are the following:

Customer - the Originator of the electronic credit or debit.

Customers Payee/Drawer - the recipient of the electronic credit or debit.

The Originating Depository Financial Institution. The Financial Institution acting on behalf of the Originating Customer.

The Receiving Depository Financial Institution. The Financial Institution acting on behalf of the Customer's Payee/Drawer.

National Automated Clearing House Association - the electronic clearing house network.

PREAUTHORIZATION

The Customer will obtain written authorization from its Payee/Drawer to electronically deposit or withdraw money from their checking and/or savings account prior to initiating an electronic transaction in accordance with NACHA Rules.

The Customer shall immediately furnish such authorizations and documents to the Bank upon request.

Each transaction thereafter shall be made pursuant to such authorization, and Customer shall initiate no transaction after such authorization has been revoked or the arrangement between Customer and such Payee/Drawer has terminated.

The Customer shall retain Payee/Drawer's authorizations and other documents related to the transaction for a period of two years after their expiration.

NOTIFICATION FOR FIRST TRANSACTION

The Customer will submit a notification to the Bank for delivery to the Receiving Depository Financial Institution at least ten (10) calendar days before initiating an authorized entry to the Payee/Drawer's account. The Customer will also initiate a new notification when any change is made to the Payee/Drawers account number, financial institution or individual identification number.

Notification records will be processed in the same manner as the live dollar transactions, and may be submitted to the bank on either a separate or combine transaction file.

In the event that notification is rejected or returned for any reason, the Customer agrees that it will not initiate any live entries until the problems are resolved and another notification has been accepted.

AUTHORIZED SIGNATURES

Utilizing web page input, the Customer will supply the Bank with the names and signatures of those authorized to conduct EFT transactions on behalf of the Customer.

PROCEDURE

The Customer will provide the Bank with a Transmittal Summary containing authorized electronic credit or debit transactions. The Transmittal Summary must be received by the Bank via Cash Management System no later than 1:00 PM Eastern Time.

Credits No more than two (2) banking business days prior to the deposit date.

Debits No more than one (1) banking business day prior to the payment date.

MONETARY SETTLEMENT

The customer must maintain collected funds on deposit for the amount of debits initiated against its account. Funds for incoming electronic transfers will be credited to the customer's account on the transmission date.

Funds for outgoing electronic transfers will be held until the settlement date of the transaction for the deposit at the Receiving Depository Financial Institution.

PROCESSING DELAYS

In the event the Bank is unable to process a transaction file for any reason, the Bank will use its best efforts to notify the Customer, but will have no responsibility for processing delays caused by its failure not to notify the customer.

ERRONEOUS ENTRIES

If the Customer discovers that an entry was initiated was in error, the Bank will utilize its best efforts on behalf of the Customer to correct the entry. In all such cases, it will be the responsibility of the Customer to notify its affected customers that an entry was made in error.

RETURNED TRANSACTIONS

The Bank will notify the Customer by telephone and mail when advised of any rejected transaction. The Customer agrees to accept any returned EFT transaction.

RESOLUTION OF ERRORS

Errors recognized by the Receiving Depository Financial Institution and identified as such to the Bank will be referred to the Customer for resolution. The Bank will utilize its best efforts to assist the Customer in the correction of any errors.

WARRANTIES

Upon delivery of a Transmittal Summary to the Bank, the Customer warrants that all EFT electronic entries are:

Timely under the terms and provision of the Addendum.

In the correct form and contain correct information.

Fully authorized by the Payee/Drawer to whom each EFT transaction pertains and such authorization is and will remain effective until the entry is posted to the Payee/Drawer's account with the Receiving Depository Financial Institution.

LIMITATION OF LIABILITY

The Bank will not be responsible for any loss arising from or in connection with any error, or failure to act on the part of any person not within the Bank's reasonable control or from any error, failure, or delay, including without limitation, any courier service company, Automated Clearing House, Receiving Depository Financial Institution, and other bank or financial institution (including any Federal Reserve Bank), or other circumstances beyond the Bank's reasonable control. Provided the Bank has complied with this Addendum, you agree to indemnify and hold the Bank harmless against any claim of any third party arising from or in connection with this Addendum or the services provided hereunder.

IN NO EVENT WILL THE BANK BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT LOSSES OR DAMAGES WHICH THE CUSTOMER MAY INCUR OR SUFFERS BY REASON OF THESE TERMS AND CONDITIONS OR THE SERVICES PROVIDED.

WIRE TRANSFER SERVICE ADDENDUM

This Addendum between John Marshall Bank, (also referred to as the "Bank") and Client (also referred to as the "Customer"), sets forth the procedures to be followed in initiating wire transfer services.

Unless defined otherwise in this Addendum, all terms shall have the meaning set forth in Article 4A of the Uniform Commercial Code and Subpart B of Federal Reserve Regulation J which may be supplied to customer upon request.

1. Scope

- a. *Terms and Conditions.* Customer agrees to submit wire transfer requests to the Bank in accordance with the terms and conditions of this Addendum. In all other respects the terms conditions of Customer's Deposit Account Addendum with the Bank supplement this Addendum and apply to any such wire transfer request. If there is a conflict between these Agreements, this Wire Transfer Addendum will control with respect to wire transfers.
- b. *Service Description.* Customer authorizes the Bank to transfer funds from any accounts which are designated in the properly completed Schedule A attached to this agreement. The Bank will execute wire transfers in accordance with wire transfer requests from authorized customer representatives ("Authorized Representatives") whether such wire transfer requests are written, telephonic, telegraphic or via the Bank's internet based eCommerce Banker Cash Management Services. Funds must be available in the account specified in the wire transfer request at the time the wire transfer request is made. The Bank will not search for funds in accounts other the one(s) specified in the wire transfer request.
- c. *Fedwire Notice.* In connection with Customer's use of this service, Bank notifies Customer of the following:
 - i. Bank may use Fedwire when acting upon Customer's Request.
 - ii. Any subsequent Bank may use Fedwire when carrying out Customer's wire transfer request.
 - iii. The rights and obligations of Bank and Customer in a wire transfer carried out through the use of Fedwire are governed by Fedwire Regulation.

2. Security

- a. *Wire Transfer Requests.* Bank is authorized to accept wire transfer requests from any Authorized Representative identified in Schedule A attached hereto or as otherwise provided in this Addendum. Bank is also authorized to act upon such other directions and instructions relating to wire transfer request, including the cancellation or amendment of prior wire transfer requests, as may be provided to Bank from time to time by an Authorized Representative or as otherwise provided in this Addendum.
- b. *Security Code.* Bank may, at its discretion, assign to Customer a confidential security code ("Security Code") for its identification in initiation of wire transfer requests. The Security Code will be forwarded to Customer in a separate sealed envelope. Except for transfers referred to in Sections (5) and (6) of this Addendum, wire transfer requests will not be

accepted unless initiated by an Authorized Representative or transmitted with a reference to the proper Security Code. Authority to initiate wire transfer requests shall be conclusively presumed if the person initiating the wire transfer request uses the Security Code assigned by Bank to Customer regardless of whether the person is in fact an Authorized Representative. Customer agrees to be solely responsible for maintaining the confidentiality of its assigned Security Code. Any breach of confidentiality shall be reported promptly by Customer to the manager of the Bank's Wire Transfer Department or Branch Office as applicable.

- c. *Recording and Records.* Customer authorizes Bank, at Bank's discretion, to record electronically all telephone calls between Bank and any person acting on Customer's behalf, and to keep those recordings as long as Bank considers it necessary. Customer assumes the duty of obtaining the required consents from its Authorized Representatives for these recordings. If Bank's records about a Request are different than Customer's records, Bank's records will govern. Bank's records include its written records and any tape recordings about wire transfers. Customer agrees that in the event the recording is unintelligible or ambiguous, Bank's understanding of the communication will control. Customer agrees to indemnify and hold harmless Bank against any liability Bank may incur as a result of such recording.

3. Payment to Bank

Unless otherwise agreed to in writing, Customer must pay Bank the amount of the wire transfer, plus any applicable fees, as stated in the Bank's Fee Schedule, before Bank will execute Customer's wire transfer request. Additionally, any fees or charges either now or hereafter imposed on Bank by the Federal Reserve or any other bank relating to the services provided by Bank to Customer shall be added to the fees charged by Bank effective the same day as such fees are imposed on Bank.

4. Cut-Off Time for Receipt of Payment Order

All instructions for international wire transfer requests must be received by Bank prior to 1:00 p.m., prevailing time at Bank on the business day the transfer is to be made. All instructions for domestic wire transfer requests must be received by Bank prior to 3:00 p.m., prevailing time at Bank, on the business day the transfer is to be made. Bank has no obligation to accept any wire transfer request instructions after these deadlines. Bank may change the cut-off times provided for in this Paragraph by advance notice to Customer.

5. Rejection of Wire Transfer

Bank has a right, in its discretion, to reject Customer's wire transfer request for an outgoing wire transfer for reasons including, but not limited to, insufficient funds or insufficient collected funds in the account specified, incomplete or inaccurate wire instructions in the Wire Transfer Request. Customer agrees to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses Bank may incur because of any such rejections. Bank may notify Customer verbally, electronically or in writing if it rejects the Customer's request.

6. Cancellation or Amendment of Wire Transfer Request

Customer may not be able to cancel or amend a wire transfer request after it is received by Bank. However, Bank may at its discretion use reasonable efforts to act on Customer's wire transfer request for cancellation or amendment. Bank shall have no liability if such cancellation or amendment is not effected. Furthermore, Customer agrees that Bank shall incur no liability whatsoever to Customer or any third party in attempting to cancel or amend the wire transfer

7. Repetitive Transfers

If Bank or Customer determines that wire transfer requests have become repetitive, Bank may assign a repetitive number to Customer's wire transfer request. If Bank does so, Customer may utilize such number as part of an expedited procedure in communicating such wire transfer requests to Bank in the future.

8. Erroneous Requests

Customer understands that Bank's normal operating procedures are not designed to detect or prevent Customer errors in wire transfer requests. Customer errors include (but are not limited to) providing Bank with the wrong name and/or wrong account number of the beneficiary; providing Bank with the wrong name and/or wrong account number of the beneficiary bank or intermediary bank (if applicable); providing Bank with an incorrect amount of a wire transfer request or instructing Bank to initiate the same wire transfer request twice. Bank shall have no liability to Customer for Customer errors in wire transfer request.

9. Reliance on Account Number and Bank Numbers

Customer understands that a wire transfer request may be processed and posted by each bank handling the wire transfer request (including "Bank") based on (a) the **ACCOUNT NUMBER** of the beneficiary and **not** by the name of the beneficiary, and (b) the identification number (such as FRD-ABA routing number) of the beneficiary bank (and any specified intermediary bank) and not by the name of any bank. The FEDERAL RESERVE DISTRICT - AMERICAN BANKERS ASSOCIATION ("FRD-ABA") routing number is the number assigned to each bank in the United States by the Federal Reserve System. It is the sole and exclusive obligation of Customer to make sure that the account number of the beneficiary and the identification number of the beneficiary bank (and any specified intermediary bank) are **ABSOLUTELY, POSITIVELY** correct. Bank shall have no obligation to compare or otherwise ascertain that the name of a beneficiary agrees with the account number of the beneficiary or that the name of any bank agrees with the identification number of any bank as provided by Customer.

10. Restricted Funds Transfer

The Bank reserves the right to delay or not to accept wire transfer requests for beneficiaries located in certain foreign countries, beneficiaries listed on the Office of Foreign Asset Control (OFAC) lists from the Department of Treasury, or for any other reason related to the Executive Order of the President, Foreign Governmental Embargos/Sanctions, or any Directives of Governmental Authorities. The Customer shall cooperate with any and all procedures related to such wire transfer request.

11. Account Statements

All wire transfers will be reflected on Customer's periodic bank statement. Customer should review each statement or other such Bank notice for any discrepancies in connection with wire transfers. If Customer thinks a wire transfer is wrong or needs more information about a wire transfer, Customer must contact Bank in writing upon discovery of the error or within 14 days after Customer receives the first notice or statement which has a discrepancy, whichever is earlier. Failure to do so will relieve Bank of any obligation to pay interest on or otherwise compensate Customer for the amount of an unauthorized or erroneous wire transfer.

12. Method Used to Make the Wire Transfer

Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems or Fedwire. Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake or other circumstances not within Bank's control.

13. Authorization Changes

Customer agrees that only those persons authorized on Schedule A ("Authorized Representatives") attached to this Addendum may initiate and/or verify wire transfer requests with Bank. Furthermore, wires may be initiated only from the account numbers designated on the Authorization. Changes by Customer in any information supplied to Bank or any changes in the designated account number or authority of the persons named on the Authorization shall not be binding upon Bank until Bank has received actual written notice of the changes at the address of Bank designated in Paragraph 15(g) of this Addendum and has had reasonable time to implement them.

14. Liability

- a. *Duty of Reasonable Care.* Bank shall exercise good faith and reasonable care in processing Customer's wire transfer requests. Customer shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating wire transfer requests to Bank, and in reviewing bank statements or notices for any discrepancies. Customer is responsible for ensuring the accuracy of wire transfer requests and Bank has no duty whatsoever to verify the accuracy of wire transfer requests, nor will it be liable for losses or damages arising out of wire transfer requests containing erroneous information.
- b. *Liability of Bank* Bank shall be liable for Customer's lost interest and Customer's expenses directly related to Customer's wire transfer request if Bank fails to exercise ordinary care. Bank is not liable in any case for any special, indirect, exemplary or consequential damages (including lost profits) of any kind. Compensation for loss of interest of use of funds will be, at Bank's option, in the form of an adjustment to Customer's account(s) to reflect the average balance on Customer's account analysis that would have resulted had no error or delay

occurred, or by a direct credit to Customer's account, not to exceed Bank's actual cost of funds for the period and amount in question. The adjustment will be computed on a daily basis.

- c. *Liability of Customer.* Customer shall be liable for any loss or damage resulting from Customer's breach of this Addendum or to which Customer's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by Customer's current and/or former Authorized Representative. Such liability includes instances when a current or former Authorized Representative affects one or more wire transfers to Customer's detriment.

POSITIVE PAY SERVICE ADDENDUM

This Service Addendum to perform Positive Pay Services is made between Customer and Bank and, together with the other provisions of this Agreement, forms the Agreement between the parties with respect to the Services defined below. Capitalized terms used and not defined in this Service Addendum have the meanings assigned elsewhere in the Agreement.

1. DEFINITIONS

- (a) “Service” means each Positive Pay Service that allows Customer to identify and make payment decisions regarding exception items.
- (b) “User Documentation” means any written information Bank provides to Customer, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service. Current User Documentation is available upon Customer’s request.
- (c) “Exception Item” means comparative differences between the MICR encoding information of checks (i.e. account number, check number, dollar amount) presented to Bank (by other depository institutions) with lists of checks issued or canceled by Customer which Customer transmits electronically to Bank by a specified time established by the Bank.

2. POSITIVE PAY SERVICE

- (a) With the Service, Customer can identify exception items, access electronic images of exception items, or if necessary request photocopies, and instruct Bank whether to pay or return those items.
- (b) Before using the Service, Customer must have applied for, been approved, and be using the Bank’s “eCommerce Banker” Internet banking service. Persons authorized by Customer to perform certain duties in connection with “eCommerce Banker” shall be deemed authorized persons for the Service. Bank may rely on instructions from any person identifying himself or herself as a person so authorized by Customer.
- (c) The Positive Pay file must be uploaded or manually input to our system before disbursing checks.
- (d) Positive Pay verifies your Positive Pay file against checks being presented to Bank for payment. Any item presented to Bank for payment that does not match the Positive Pay file will be an exception or violation.
- (e) The following sets forth the description of an exception or violation:
 - a. Items presented for payment through Bank’s in-clearings (deposited items) not matching your issue file will be **exceptions**. You will have an option within eCommerce Banker to work with your exceptions as they arise. It is your responsibility to work your Positive Pay exceptions daily between the hours of 8:00am (ET) and 11:00 am (ET).
 - b. Items presented to John Marshall Bank for immediate payment (cashing a check at the bank) not matching your issue file will be a **violation**. From time to time an John Marshall Bank representative may contact you by phone for instruction on a Positive Pay violation. In the event that John Marshall Bank cannot contact an authorized contact person for instruction on a Positive Pay violation, John Marshall Bank will

- return or refuse to pay the item.
- (f) Upon request, the Bank will provide Customer photocopies of electronic images of exception items when necessary.
 - (h) If an exception is due to a MICR encoding error (e.g. written dollar amount differs from MICR encoded amount), Customer will contact Bank's Operations Department and report such by the prescribed deadline (currently 11:00 am ET) for correction and resolution of the encoding error.

3. CUSTOMER ACKNOWLEDGEMENTS

- (a) Customer authorizes Bank to return or to pay any check in accordance with Customer's instructions and the established procedure of the Bank.
- (b) Customer acknowledges that Bank will have no liability for payment of a check which is unauthorized or fraudulent if (i) the check was included in a report of exception items, (ii) Customer has not selected a return criteria for exception items, and (iii) Customer did not instruct Bank to return the check in the stipulated timely manner.
- (c) Customer acknowledges that a Service does not preclude Bank's standard check processing procedures, which may cause a check to be dishonored even if Customer's instructions or the established procedure do not otherwise require the Bank to return such check.
- (d) Customer acknowledges that Bank has no liability for cashing or accepting for deposit from another Bank customer, in good faith, a check presented at one of Bank's branches even if such check would otherwise be an exception item.
- (e) Customer (i) acknowledges that Bank will use reasonable efforts under the circumstances to respond promptly to proper requests for electronic images of exception items and (ii) agrees that Bank's failure to provide check images does not extend the deadlines by which Customer must notify Bank of pay/no-pay decisions.
- (f) Customer acknowledges that it must fulfill its responsibilities in connection with this Service on each Business Day whether or not Customer is open for business.

4. CHANGES TO PROCESSING INSTRUCTIONS

Customer may request Bank at any time to change the processing instructions for the Service by contacting the Bank. Bank will not be obligated to implement any requested changes until Bank has had a reasonable opportunity to act on them. In making such changes, Bank is entitled to rely on requests purporting to be from Customer. For certain changes, Bank may require that Customer's requests be in writing, in a form and manner acceptable to Bank, or be from an authorized person designated by Customer. In addition, certain requests may be subject to Bank's approval.

John Marshall Bank
"eCommerce Banker"
SCHEDULE A - CUSTOMER PROFILE

1. General Information

Date: _____

Please complete information below for "eCommerce Banker" customer:

Customer Name: _____ Trans File: _____

Tax ID or SSN#: _____ Signon ID # _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Contact Title: _____

Contact Phone #: _____ Fax #: _____

Contact Email _____

Please list all bank account numbers and indicate the appropriate module(s) to be set up for each account.

2. Services						
Acct Number	Balance Reporting	ACH	Wire Transfer	Positive Pay	ACH / Wire Daily Limit	ACH / Wire Monthly Limit
	X					
	X					
	X					
	X					
	X					
	X					

3. Authorized Individuals with Administrative Rights	
Name	Title

John Marshall Bank
“eCommerce Banker”
SCHEDULE B – CASH MANAGEMENT FEES

<u>Product</u>	<u>Set-Up Fee</u>	<u>Monthly Fee</u>	<u>Per Item Fees</u>
Balance Reporting	No Charge	No Charge	N/A
ACH	No Charge	\$10.00	\$2.50 per file \$.05 per item \$3.00 per return
Wire Transfers	No Charge	\$10.00	\$10.00 per wire
Positive Pay	No Charge	\$10.00	No charge

Choose Method of Payment*

- Debit primary operating account
- Account analysis