



ACH /ELECTRONIC FUNDS TRANSFER SERVICE ADDENDUM

This is an Addendum to the John Marshall Bank Cash Management Services Agreement (together with this Addendum, the "Agreement"). 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with the Operating Rules of the National Automated Clearing House Association, as amended from time to time, unless superceded by applicable federal or state law (e.g. UCC 4A or the Electronic Funds Transfer Act).

The Bank retains the right to audit the customer's compliance with the agreement and the NACHA Rules and Operating Guidelines and the right to terminate or suspend the agreement for breach of NACHA Rules within 10 banking days of verbal or written notice.

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. To the extent any entry or file provided by the Company to the Bank shall constitute or include an International ACH Transaction ("IAT"), the Company acknowledges that it is subject to U.S. law, including OFAC (Office of Foreign Asset Control) enforced sanctions. The Company shall not transmit IAT entries which violate the laws of the United States. The Company shall not act on behalf of, or transmit funds to or from, any blocked party subject to OFAC enforced sanctions. Penalties for non-compliance may be assessed by OFAC to the Company up to and including civil and criminal penalties, imprisonment of the employee, fines, and forfeiture of property. IAT entries transmitted by the Company will be reviewed by the Bank against the OFAC Specially Designated Nationals ("SDN") list. The Bank may, from time to time, need to temporarily suspend processing of a transaction for greater scrutiny or verification against the SDN List, and this action may affect settlement and/or availability. The Company acknowledges that the Bank will bear no liability for such delay. Upon initiating an IAT entry, the Company warrants to the Bank and each RDFI, ACH Operator, Association and any Gateway Operator (as such entities are defined under the Rules) that: the Company is in compliance with U.S. law, including, but not limited to, its obligations under programs administered by the Office of Foreign Assets Control (OFAC) and the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN); and, the origination of the IAT entry is in compliance with the laws and payment system rules of the receiving country. The Company shall indemnify the Bank and every RDFI, ACH Operator, Association, and any Gateway Operator from and against any and all resulting claims, demands, loss, liability, or expense, including attorneys' fees and costs, resulting directly or indirectly from the breach of these warranties. The Company assumes the risk of foreign currency conversion and allocation of gains and losses with respect to entries and returns, adjustments and corrections of errors or for duplicate entries will be determined in accordance with the Bank's standard procedures for currency conversion.

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 4:00 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

The Customer agrees to review account transaction activity and reconcile ACH batch file transmissions, daily, and to report all errors promptly to the Bank. 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.

SAME DAY ACH SERVICES

The following additional terms and conditions apply to any Same-Day ACH transactions initiated by the Customer

1. TRANSMITTAL OF ENTRIES BY CUSTOMER.

- (a) The Customer or its Authorized User shall prepare Entries and submit them to the Bank prior to 12:00am EST.
- (b) Entries shall conform to the following requirements:
 - (1) Each Entry shall have a value under \$25,000.00
 - (2) Have an effective date of the current day or prior
 - (3) Not have IAT
- (c) The Customer must transmit files using the ACH Company ID(s) provided at implementation

2. PROCESSING, TRANSMITTAL AND SETTLEMENT BY BANK.

- (a) The Bank shall process as Same Day ACH any entries received from the Customer that conform to the file specifications set forth in the Transmittal of Entries by Customer (1).
- (b) If any of the requirements of Section 1 are not met, the Bank may reject Entries and not transmit to the ACH Operator as Same Day ACH or may use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator. The Bank may also reject Entries and not transmit to the ACH Operator if a file exceeds the Customer ACH processing dollar limit.
- (c) The Bank makes no representation of availability of funds to the receiver of a Same Day ACH Credit Entry nor is responsible for any loss resulting thereof.
- (d) The Bank makes no guarantee of a Receiving Depository Financial Institution (RDFI) meeting posting deadlines of a Same Day ACH Debit Entry nor is Bank responsible for any loss resulting therefrom.