John Marshall Bank Business Online Banking Access Agreement

By using John Marshall Bank's commercial online banking services, you agree to the following terms and conditions. The user of services is referred to herein as "you" or "Client" or "Customer). The provider of services is referred to herein by "John Marshall Bank" or "us" or "we" or "Bank".

Online Treasury Management Services including ACH, Wires, and Positive Pay are governed by Treasury Management Services Agreement in addition to Business Online Banking Access Agreement.

Business Online Services.

We will provide you with treasury management and information services (the "Services") as you request from time to time, including balance reporting, ACH, wire transfer, and positive pay services. If you request additional treasury 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.

"Business Online Banking & Treasury Management Services."

Instructions on how to use the Services are available through an online help system (hereinafter referred to as the "User Guide"). A hard copy of the User Guide 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 Bank's online banking and treasury management services.

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, APPLICATIONS, 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 "Business Online Banking Cash Management Services" Agreement. You agree that as a condition of receiving the "Business Online Banking Cash Management Services" to comply with all the terms and conditions of the "Business Online Banking Cash Management Services" License.

Your "Business Online Banking Cash Management Services" Accounts.

You will inform us of all accounts you wish to access with the Services. If such accounts include 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.

Fees.

You agree to pay us the fees established by the Bank for the Services being provided. 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 owed 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 and 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.

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.

Information Processing and Reporting.

We offer a number of services that 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.

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.

ID and Passwords, Company ID and Procedures.

During the initial online banking enrollment, you will be required to create your own login credentials ("User ID and Password") to access the System. At the end of your initial enrollment, you will be provided with a System-generated Company ID that is needed to access the System. You agree to: (a) to help safeguard your security, you should change your password frequently; (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 User ID, Company ID, and Password, User Guide information, and any other proprietary property or information we provide to you in connection with the Services; (d) limit access to your User ID, Company ID, and Passwords 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 Password may be changed by you from time to time **within the Service**. You agree to notify the Bank to change your User ID and Password immediately if someone who has had access is no longer employed by you or is no longer authorized to use the Services. We may also require you to change your User ID, Company ID, and Password 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 will be required to enter an identification number indicating your authorization (Out-of-Band Authentication) to allocate the funds transfer**, you warrant that the User ID, Company ID, and Password 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 User ID, Company ID, and Password. Fund transfer requests submitted with the User ID, Company ID, and Password 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 also agree to promptly remove terminated users from access to the Service. You can learn about security features by reviewing the User Guide.

Security.

Corporate account takeover is a security threat that we have addressed through the implementation of Multi-Factor Authentication within the online banking system, including IP address recognition in conjunction with user ID and password protection. You acknowledge that it is your responsibility to implement controls to mitigate the risk of malicious activity compromising the security of your accounts accessed through online banking. You acknowledge that you understand the security procedures as outlined in the User Guide, which you must follow in order to protect your accounts. Your site administrator is hereby advised to implement dual control and separation of duties for high-risk transactions such as ACH origination and wire transfers. Dual control capability is included in the treasury management system however; you acknowledge that it is an option that you must implement in order to protect your accounts. In addition, you acknowledge that it is your responsibility to maintain updated spyware and virus protection on your servers and PC's to prevent malicious activity that could compromise the security of your accounts.

In the event your online banking credentials are compromised, your profile will be locked. The Bank may require certification from a cybersecurity professional before access is granted.

Additional Services:

If the Bank provides electronic funds transfer services through Business Online Banking, you agree to the additional provisions contained in the ACH / Electronic Funds Transfer Service Addendum attached hereto.

If the Bank provides wire transfer services through Business Online Banking, you agree to the additional provisions contained in the Wire Transfer Service Addendum attached hereto.

If the Bank provides Positive Pay Services through Business Online Banking, you agree to the additional provisions contained in the Positive Pay Service Addendum attached hereto.

Cutoff Hours/Fund Wire Transfers.

A number of our Services are subject to processing cutoff hours.

All transactions must be submitted to the Bank by the cut-off times noted below to allow processing by the date specified. All times are Eastern Standard Time.

Services	Times
Account Transfers	9:00 p.m.
SAME Business Day Processing	
Stop Payments	Anytime
SAME Business Day Processing	
ACH	
NEXT Business Day Processing	4:00 p.m.

Services	Times
ACH SAME Business Day	2:00 p.m.
International Wire Transfers	2:00 p.m.
Domestic Wire Transfers	5:00 p.m.
Mobile Deposits	5:00 p.m.

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 transferor confirmation within five days, you will be deemed to have approved the accuracy of the information contained in the confirmation.

Hours of Accessibility.

You can access your accounts through online banking seven days a week, 24 hours a day. However, at certain times, some or all may not be available due to system maintenance.

An internal transfer initiated through online banking before 9:00 PM EST on a business day is posted to your account the same day. All transfers completed after 9:00 PM EST on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

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.

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 or 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.

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.

No Assignment.

You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

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.

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, 1943 Isaac Newton Dr., Suite 100, Reston, VA 20190.

Electronic Mail.

You can send us electronic mail (“email”) with the Service. Since we may not receive or review it immediately, you should not rely on email if you 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).

Notifying Us of a Problem.

You agree to review account transaction activity daily and to report any unauthorized transactions immediately to the Bank. 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 Company ID, User ID and Password; 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).

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.

Virginia Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

No Attorneys' Fees.

Attorneys' fees shall not be awarded in any proceeding to enforce the terms of this Agreement.

Monitoring of Communications.

You agree on behalf of yourself, 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.

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 User ID and Password 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.

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. We may at any time request that you submit updated periodic financial information to the Bank.

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.

Bill Pay Agreement and Disclosure Statement

This agreement sets forth the procedures to be followed in initiating authorized payments via online banking.

Explanation of Certain Terms.

- "Bill pay" means our service that allows you to make payments and obtain information in accordance with this agreement.
- "Online" means through the Internet by use of a personal computer or other screen-based electronic device.
- "Bill Pay Funding Account" is a qualifying business checking account with us from which you may make payments using our bill pay service. You must be an authorized signer of the account in our records for it to qualify. All of the qualifying accounts in your profile with us will be available as bill pay funding accounts. If there is more than one qualifying account, we will ask you to designate the default account that will automatically be used absent your choice of a different account.
- "Payee" means any person or entity that we agree to establish as a payee for you.
- "Send On" date is the date that you'd like us to send your payment. The funds for the payment will be deducted from your account within two days of the Send On date you enter.
- "Deliver By" date is the date we anticipate your payment will be delivered to the payee that you have designated. When you attempt to choose a Send On date you will be informed of the earliest available Deliver By date taking payment method (electronic or mailed check) and weekend/federal holidays into consideration.

Designating Payees.

You must designate the persons or entities that you want to pay through our bill pay service. Payments to individuals or entities outside the United States of America are not permitted except for payments to individuals or entities in Puerto Rico or the U.S. Virgin Islands; payments to individuals or business entities in a foreign currency are not permitted; and tax payments or court ordered payments are not permitted. We have the right to refuse to allow you to designate any other particular payee or class of payees.

You will have to provide the account numbers or other identifying information that we or a payee need so that your payments can be properly credited. If any account number or identifying information changes, or if you want to add or delete payees or other accounts with us, you must provide us with such changes.

We may introduce or offer new or additional services from time to time in connection with our bill pay service. By using these new services after they become available, you agree to be bound by all the terms and conditions that apply to those services.

Limits On Bill Pay Transactions.

You must have enough available balance in any account from which you instruct us to make a payment. All payments must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our bill pay service. We also reserve the right to limit or suspend access to our bill pay service as we deem necessary for security reasons.

If any qualifying accounts are savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for savings deposit accounts with us is a calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order, or instruction.

When Bill Pay Payments Are Made and Payment Method.

Payments are not final at the time we receive your instructions, but we will begin to process them promptly. We will send payments either electronically or by mailed check. Payment method (electronic or mailed check) depends on the payee's determined method of receiving payments. We indicate within Bill Pay if we will send the payment electronically or by mailed check.

If we send the payment by mailed check, you should allow at least 5 business days for payees to receive your payments. This means that you should choose a Send On date that is at least 5 business days before the date the payment is actually due, not the late date and/or grace period date. If we send the payment electronically, you should allow at least 2 business days for payees to receive your payments. This means that you should choose a Send On date that is at least 2 business days before the date the payment is actually due, not the late date and/or grace period date.

Please remember while we anticipate that most payments will be delivered by the Deliver By date, there may be circumstances beyond our control that may result in some transactions taking longer to be credited by your payee to your payee account. For example, mailed checks could be lost or delayed by the U.S. Postal Service. We also can't predict the exact date that a payment will be posted by the receiving payee as payees may not immediately record a payment when it receives a payment from us.

We may permit you to create a memo line for payments, and the character limit for the memo line will be listed within Bill Pay, which we may change from time to time without giving you notice of such change. If we send the payment electronically or by some other means, we may store the memo line in Bill Pay for you, but we will not send the memo line to the payee. If we send the payment by mail, we may send the memo line to the payee. You agree not to use any obscene, lewd, or harassing language in any memo line.

Each payment will be posted to the bill pay funding account from which it is made, and to any other account with us that is involved in the transaction within two business days from the Send-On Date.

Each payment you make on a non-business day, or after our bill pay cut-off time on any business day, will be considered made on the following business day.

To the extent the automated clearing house ("ACH") network is used to facilitate your bill pay payments (typically, bill pay payments sent electronically), you agree to be bound by the National Automated Clearing House Rules. Further, you agree no bill pay payment will violate or violates any U.S. law.

Additional Services Addendas:

- ACH/ Electronic Funds Transfer Service Addendum
- Wire Transfer Service Addendum
- Check & ACH Positive Pay Service Addendum