

Thank you for choosing WashingtonFirst Bank. We appreciate your interest in our Online Banking services. In addition to these services, WashingtonFirst is well-equipped to provide your business with the latest in payment technology, products, and services. These services can be added now or at any time by completing the enclosed Business Online Banking Enrollment Form. For more information, please contact your Relationship Manager or visit your local branch.

This package contains:

- Business Enrollment Form
- Business Online Banking Agreement
- Business Online Banking Internet Rider

To get started, please:

- 1) Read the enclosed Business Internet Banking Agreement & Rider
- 2) Complete the Enrollment Form. Additional riders may need to be completed depending on additional Administrator Access Privileges selected.
- 3) Return completed Enrollment Form to your Relationship Manager or local branch for processing.
- 4) ACH and Wire Transfer services will require each user a Security Token for proper access.
- 5) Once granted Online Banking privileges, you will be prompted to read and accept the Business Online Banking Agreement.

Generally, your Administrator will have access to the service within three business days of receipt. If you need it beforehand, please let us know.

### Company Information

Company Name:			Client Number:
Address:	City:	State:	Zip:
Contact Name:			
Contact Phone Number:			
Contact Fax Number:			
Tax ID/EIN Number:			

### Company Administrator

*You may only designate one Administrator at any time. The administrator does not have to be the account signer, but will have full account access through Online Banking.*

Contact Name:
Contact Title:
Contact Phone Number:
Contact Fax Number:
Contact Email:

### Security Question & Answer

*For security purpose, please select a question & answer that only you will know the answer to. The administrator will be asked this question when calling the Bank. The answer will be provided from the Administrator during final stage of enrollment.*

Question:	Answer:
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**I certify that everything I have stated on this page is accurate:**

Initial:
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### Administrator Access Privileges

Account Number:	Account Nickname <i>(Optional; 35 character max)</i>

Please indicate which accounts your company's administrator can access and level of account privileges given.

### When checked, your Administrator may access the following services:

- |  |  |
|--|--|
| <input type="checkbox"/> Account Inquiry Only                  | <input type="checkbox"/> Stop Payments           |
| <input type="checkbox"/> File Management (Export/Upload Files) | <input type="checkbox"/> Lockbox                 |
| <input type="checkbox"/> ACH Origination*                      | <input type="checkbox"/> Wire Transfers*         |
| <input type="checkbox"/> Positive Pay*                         | <input type="checkbox"/> Remote Deposit Capture* |
| <input type="checkbox"/> Bill Pay**                            | <input type="checkbox"/> E-Statements            |

*Note: Positive Pay does not permit funds to be transferred externally.*

*\* Requires additional rider to be completed.*

*\*\*Enrollment and Agreement must be completed online. Alerts and notification are available within the Bill Pay system. Users are strongly encouraged to activate alerts and notifications after enrollment.*

#### **Consent to Electronic Delivery of Notices**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, may be made electronically by posting the notice via WashingtonFirst Bank Online Banking, website or by e-mail. You agree to notify us immediately of any change in email address.

**I certify that everything I have stated on this page is accurate:**

Initial:

## BUSINESS ONLINE BANKING ENROLLMENT FORM

I certify that by naming the above administrator, I am authorizing said administrator as a representative of our company to electronically accept the terms and conditions as stated in the Business Online Banking Agreement by clicking the "Accept" button when signing on to WashingtonFirst Bank's online banking for the first time. I further acknowledge that a copy of the Business Online Banking Agreement has been provided to me.

IN WITNESS WHEREOF, the Bank and the customer have caused this Agreement to be executed and delivered by an officer having full authority to do so.

Customer:

Accepted: WASHINGTONFIRSTBANK

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*-----Bank Use Only-----*

- I have established the identity and authority of the Company's authorizing individual.
- I have reviewed the ownership of the account numbers listed and approved access.
- I have provided the Administrator with User ID, and Password.
- Completed riders are attached for all additional services requested.
- I have provided the customer a Security Token.

User ID	Password

THIS BUSINESS ONLINE BANKING INTERNET RIDER (this "Rider") is by and between WASHINGTONFIRST BANK (together with its successors and assigns, the "Bank") and the Bank's customer executing this Rider on the signature page below (the "Customer"), as of the date set forth below the Bank's signature on said page.

### 1. Introduction

1.1 This Rider governs the Bank's Internet access Service, which allows the Customer Internet access its Accounts at the Bank (the "Service"). Use of the Security Procedure set forth below will serve to confirm to the Bank that all Internet instructions and communications that it receives are authorized.

1.2 This Rider is executed and delivered pursuant to the terms of, and is governed by, that certain Commercial Business Online Banking Agreement between the Customer and the Bank (as from time to time amended, supplemented and replaced, the "Master Agreement"). Terms used in this Rider and not otherwise defined herein shall have their respective meanings as set forth in the Master Agreement.

### 2. Other Riders

All of the Customer's Riders for other Services currently in place with the Bank remain in full force and effect. The procedures set forth in this Rider will establish a new Security Procedure for identifying the Customer when utilizing those Services. In the event of any inconsistency between the terms and conditions of this Rider and the terms and conditions of another applicable Rider with respect to the subject matter hereof, the terms and conditions of this Rider will prevail.

### 3. Use of the Service.

3.1. The Bank may make some or all of the information and transactions set forth on the attached Enrollment Form available to the Customer through its use of the Service.

3.2. Other information and transactions may be available from time to time in the future. By using these capabilities as they become available, the Customer agrees to be bound by the terms and conditions contained in the Master Agreement and this Rider. Notification of the availability of these capabilities will be made on the Bank's website: [www.wfbi.com](http://www.wfbi.com).

3.3. The Customer acknowledges that (i) the ACH feature of this Service is an alternate entry system for issuing funds transfer requests to the Automated Clearing House network, and (ii) no Service other than the Bank's ACH Service may be used in conjunction with this Service. A separate ACH Rider between the Customer and the Bank is required for this capability.

#### 4. Security Procedure.

4.1. The Customer hereby appoints, and the Bank is hereby authorized to establish and issue separate passcodes (which may be changed upon initial access to the Bank's Internet banking system) for each of the "Primary Administrators" named on the attached Enrollment Form as such, to have maintenance authority over the passcodes and, by use of the passcodes, to use this Service.

4.2. The Customer will be solely responsible for the use of this Service by anyone utilizing a correct passcode. The Bank will have no duty to verify the identity of any Person using a valid passcode. The Bank will act on instructions received under a valid passcode. All passcodes issued by the Bank shall remain valid until canceled at the written or electronic request of a Primary Administrator, or by the Bank in accordance with the Master Agreement.

4.3. The Primary administrators are solely responsible for maintaining the addition or deletion of any users of this Service with access to a valid passcode.

4.4. Any requirement for multiple signatures to effect withdrawals from any of the Customer's Accounts connected to this Service shall pertain to written documents only. Dual control using this Service and the Bank's telephone system is the sole responsibility of the Customer and is not part of the Security Procedure.

#### 5. Miscellaneous.

5.1. The Bank may monitor and review all banking activity conducted on its Internet banking system.

5.2. The Bank may discontinue its Internet banking system, or this Service, at any time.

5.3. The information on the attached Enrollment Form may from time to time be amended by the acceptance by the Bank of a replacement form from the Customer.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Bank and the Customer have caused this Agreement to be executed and delivered by an officer having full authority to do so.

Customer:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted: WASHINGTONFIRST BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Business Online Banking Agreement

THIS BUSINESS ONLINE BANKING AGREEMENT ("this Agreement") is by and between WASHINGTONFIRST BANK, a Virginia banking corporation (together with its successors and assigns, the "Bank") and the Bank's customer executing this Agreement on the signature page below (the "Customer"), as of the date set forth below the Bank's signature on said page.

This Agreement sets forth the general agreements between the Bank and the Customer with respect to the Services (defined below) provided from time to time by the Bank to the Customer.

For good and sufficient consideration, the receipt of which is hereby acknowledged, the Bank and the Customer hereby agree as follows:

## ARTICLE I GENERAL DEFINITIONS

**Section 1.1. Specific Terms.** The following terms, as used herein and in the Riders, have the following meanings:

"Account" means any transaction account or time deposit as required by the terms of a Rider to be maintained by the Customer with the Bank in connection with a Service.

"Account Documents" means this Agreement, the Riders, and any other agreement, disclosure statement, fee schedule, operational procedures and instructions, enrollment form (and any document of similar purpose as the foregoing), together with any, schedules, exhibits and appendices thereto, which now or hereafter evidences, governs, secures or guarantees the obligations of the Parties thereto, including any deposit agreement, securities account agreement, security agreement or guaranty, and all renewals, extensions and modifications thereof and substitutions therefor.

"Available Funds" means funds on deposit in an Account and available for withdrawal pursuant to the Bank's applicable funds availability policies.

"Business Day" means every day except Saturdays, Sundays and Bank holidays.

"Check Issue File" means a record describing checks drawn by the Customer on an Account, provided by the Customer to the Bank under Section 3.1 of the Rider governing the positive pay Service and in accordance with other specifications provided with said Rider.

"Control" of a Person means (i) ownership, control, or power to vote 20% or more of any class of voting securities of such Person, directly or indirectly or acting through one or more other Persons; (ii) control in any manner over the election or appointment of a majority of the directors, trustees, managers or general partners (or individuals exercising similar functions) of such Person; (iii) the direct or indirect power to exercise a controlling influence over the management or policies of such Person, whether through the ownership of voting securities, by contract, or otherwise; or (iv) conditioning in any manner the transfer of 20% or more of any class of voting securities of such Person upon the transfer of 20% or more of any class of voting securities of another Person.

# Business Online Banking Agreement

“Data Transmission” means any transmission of data through secure electronic means.

“Electronic Service” means a Service other than a Paper-Based Service.

“Entry” has the meaning given that term in the Rules.

“Entry Instruction” means any instruction initiated by the Customer to the Bank for an Entry.

“Exception Item” means a Presented Check that does not match a check included in a Check Issue File and is identified as an “error”.

“Exception File” means a record describing Exception Items which is provided by the Bank to the Customer under Section 3.2 of the Rider governing the positive pay Service.

“Paper-Based Service” means a Service, the subjects of which are one or more transactions which are evidenced by checks or other negotiable instruments subject to Articles 3 and 4 of the UCC.

“Party” means the Customer and any other Person or party to any of the Account Documents, other than the Bank.

“Pay/Return Request” means the Customer’s instructions to the Bank instructing the Bank to pay or return an Exception Item.

“Person” means an individual, a corporation, a partnership, an association, a limited liability company, a trust or any other entity or organization.

“Presented Check” means a check drawn on an Account and presented to the Bank for payment through the check collection system.

“Processor” means any Person with whom the Bank has in effect an agreement whereby said Person agrees to perform any or all of the Bank’s obligations under this Agreement and any Rider with respect to the related Service. The term “Processor” also includes any Person with whom a Processor has in effect a similar agreement with respect to said Service, and the successors of each of the foregoing Persons.

“Rider” has the meaning given that term in Section 2.1.

“Rules” means at any time the Operating Rules and the Operating Guidelines published by the National Automated Clearing House Association, the Electronic Payments Network, or other automated clearing house association used by the Bank, as effect at such time.

“Security Procedure” has the meaning given that term in Section 2.2.

# Business Online Banking Agreement

“Service” means any commercial business online banking service described in a Rider or this Agreement to be provided to the Customer.

“UCC” means at any time the Uniform Commercial Code as the same may from time to time be in effect in the Commonwealth of Virginia, provided that, if, by reason of mandatory provisions of law, a Service, or any portion thereof, or a transaction, or any portion thereof, contemplated hereby or performed in accordance herewith, is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Virginia then, as to said Service or transaction (or portion of either), “UCC” shall mean the Uniform Commercial Code in effect in such other jurisdiction.

**Section 1.2. Interpretation of Other Terms; Headings.** Except as otherwise specifically set forth in Section 1.1 or elsewhere in this Agreement, un-capitalized terms used in this Agreement and defined in the UCC or the Rules have the meanings of such terms as defined in applicable sections of the UCC or the Rules. Terms specifically defined in other sections of this Agreement shall have the meanings given to such terms in such sections. Terms defined in the singular shall have their same definitions in the plural, and vice-versa. Article and section headings are for convenience only and are not to be considered as part of this Agreement or in any interpretation of any provision hereof.

## ARTICLE II THE SERVICES

**Section 2.1. Riders.** The terms of each Service shall be evidenced by an agreement between the Customer and the Bank, which shall, among other things, incorporate the terms of this Agreement by reference (each, a “Rider”). The Bank shall have no obligations with respect to any Service until such time as it accepts a fully completed and duly executed form of Rider with respect to said Service in accordance with Section 6.1. Any conflict between a provision as set forth in a Rider and the same provision as set forth in this Agreement shall be resolved in favor of such provision as set forth in said Rider.

**Section 2.2. Security Procedure.**

(a) With respect to certain of the Services, the related Rider shall set forth certain procedures (each a “Security Procedure”) designed to maintain the security of the information and transactions contemplated by the Service. Each Rider that requires a Security Procedure or makes reference to any Security Procedures shall mean those Security Procedures attached to or set forth in said Rider and designated therein as applicable to those Services or Rider. It is possible for any Service to have more than one Security Procedure available.

(b) The Customer accepts each Security Procedure designated in the Rider delivered in connection with the related Service and attached thereto as commercially reasonable for the Customer’s purposes. The Customer authorizes the Bank to rely on such Security Procedure as the signature and

# Business Online Banking Agreement

authorization of the Customer to release requested information about the Customer's accounts, and further authorizes the Bank to act upon all payment orders and other instructions, and other communications received, that have been properly verified by means of the Security Procedure.

(c) If the Bank complies with the Security Procedure in verifying a payment order or other instruction issued in the Customer's name, the Bank shall be entitled to act on said instruction on behalf of the Customer. The Bank shall not be obligated to establish the identity of the Person giving said instruction. If the Bank takes any action not provided in the Security Procedure to verify the authenticity or content of any payment order or other instruction, such additional action shall not be deemed to become part of the Security Procedure no matter how often the Bank takes such additional action.

(d) In addition to any similar rights given to the Bank in this Agreement and any Rider, the Bank reserves the right generally to reject or delay acceptance of any instruction or communication which the Bank or its Processor, in good faith, believes is not properly authenticated, contains incorrect, ambiguous, or missing information, or cannot or should not be processed. The Bank will provide the Customer with notice (which may be by telephone) of any rejected instruction or communication. The Bank or its Processor may cancel the identification numbers or passwords associated with any Security

Procedure if it has reason to suspect improper use thereof. Prior to cancellation, the Bank may confer with the Customer, unless in the Bank's opinion it would be impracticable or imprudent to do so under the circumstances. Nothing in this subsection (d) shall be construed to require the Bank or its Processor to reject or delay any such acceptance, or to make any investigation or inquiry with respect thereto, unless specifically required by a Security Procedure.

(e) The Customer agrees that the applicable Security Procedure is designed to verify the authenticity of an Entry Instruction, payment order or instruction, and *not* to detect errors in transmission or content, including duplicate transmissions. The Customer agrees that the Bank shall not be responsible for making such a determination.

**Section 2.3. Fees and Expenses.** The Customer agrees to pay the Bank, as compensation for the Services, the Bank's fees in effect, as set forth in the Bank's fee schedules from time to time published or otherwise made available to the Customer, with payment to be effected by a mutually agreed upon method. Such fees shall be exclusive of, and the Customer shall be responsible for the payment of, any sales, use, excise, value added, utility or other similar taxes or government charges relating to the Services. Payment of such fees shall be effected by a mutually agreed upon method. The Bank may change its fee schedules upon written notice to the Customer.

**Section 2.4. Appointment of Agent.** For the purpose of transmitting Entry Instructions to the Bank, the Customer may appoint a service bureau or other third party to act as its agent (an "Agent") (a) with which the Bank has a current relationship; or (b) from another third party processor selected by the Customer, under the following conditions:

- (i) the Bank agrees to accept Entry Instructions from such third party processor;

# Business Online Banking Agreement

(ii) such third party processor agrees to and is able to abide by all of the Bank's processing and transmission requirements (including, where appropriate, completion of documentation satisfactory to the Bank for this purpose); and

(iii) any addition, deletion or change of data requested by the Customer is duly authorized by a signatory whose signature is on file with the Bank.

The Bank may rely and act upon on any such Entry Instruction, which it receives from an Agent, so long as the Entry Instruction is verified pursuant to an agreed upon Security Procedure. Should the Bank accept such Entry Instructions, the Customer agrees that it shall be bound thereby. If the Customer appoints an Agent for the purposes set forth above, all references to "the Customer" in this Agreement and the related Rider shall be deemed to include the Agent acting on behalf of the Customer pursuant to such appointment.

## **Section 2.5. Stop Payments.**

(a) With respect to Paper-Based Services, notwithstanding anything to the contrary contained in this Agreement, any Rider, or any other Account Document, the Bank will use reasonable efforts to act on a stop payment or stop removal request that has been initiated pursuant to any such Service, but it will not be liable for loss if such stop payment or stop removal is not effected due to the absence of reasonable opportunity on the part of the Bank to do so prior to the processing of the applicable item, including if the Customer does not provide sufficient information on the item to allow the Bank to effect the order within the necessary time. The Customer shall be responsible for and shall be liable to the Bank for any loss, liability, claim or expense (including attorneys' fees) the Bank may incur in connection with its assisting the Customer to stop payment or to remove a stop on any check.

(b) With respect to Electronic Services, notwithstanding anything to the contrary contained in this Agreement, any Rider, or any other Account Document, but subject to the last sentence of this subsection (b), the Bank will use reasonable efforts to act on a stop payment or stop removal request that has been initiated pursuant to any such Service, but it will not be liable for loss if such stop payment or stop removal is not effected due to the absence of reasonable opportunity on the part of the Bank to do so prior to the processing of the applicable item, or if said order cannot be verified pursuant to an agreed upon Security Procedure, if any. The Customer shall be responsible for and shall be liable to the Bank for any loss, liability, claim or expense (including attorneys' fees) the Bank may incur in connection with its assisting the Customer to stop payment or to remove a stop on any transaction. Notwithstanding the foregoing, the Bank will not accept, and will not be required to act upon, stop payment orders on wire transfers, except as required by applicable law.

(c) With respect to all Services, a stop payment order shall be valid for six months unless renewed.

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**Section 2.6. Certain Services.** With respect to a Service governed by Article 4A of the UCC:

(a) The Bank may execute a verified payment order even if (i) the payment order is for the benefit of an officer, agent or employee of the Customer, or (ii) execution of the payment order would create or increase an overdraft to the Customer's Account. The Bank reserves the right to reject or delay acceptance of any payment order which exceeds Available Funds on deposit in the Customer's Account, which the Bank, in good faith, believes is not properly authenticated, which contains incorrect, ambiguous, or missing information, or which the Bank believes cannot or should not be processed. The Bank will provide to the Customer notice (which may be by telephone) of any rejected payment order.

(b) The Bank will use reasonable efforts to act on a recall, cancellation or amendment request that has been initiated by an authorized signer or pursuant to the related Security Procedure, provided the Bank has reasonable opportunity to do so prior to execution of the payment order, but it will not be liable for loss if such recall, cancellation or amendment is not effected. The Customer shall be responsible for and shall be liable to the Bank for any loss, liability, claim or expense (including attorneys' fees) the Bank may incur in connection with its assisting the Customer to recall, cancel or amend a payment order.

(c) The Bank will receive and process payment orders only on the Bank's funds transfer business days and within the Bank's established cut-off hours, which the Bank may revise from time to time. Payment orders received after the Bank's cut-off hours may, at the Bank's sole discretion, be considered received and may be processed on the Bank's next funds transfer business day. The Bank may record all telephone communications received.

(d) Subject to the preceding subsection, the Bank shall execute each accepted payment order by the payment date of the order. The Customer shall be responsible to remit the amount of the payment order to the Bank upon execution thereof. The Customer shall be responsible for identifying the routing of all funds transfers made pursuant to any payment order, or shall be deemed to have appointed the Bank to do so on its behalf. The Bank may use any appropriate funds transfer system or communications system in executing, paying or transmitting payment orders, including FedWire, CHIPS and SWIFT. The Customer and the Bank agree to comply with and be bound by the rules of any such funds transfer system through which a payment order may be executed, paid or transmitted.

(e) In executing a payment order, the Bank, as well as all other originating and receiving banks (including the beneficiary's bank) are authorized to and may rely on the identifying or bank account number of an intermediary bank, beneficiary's bank or beneficiary as proper identification of the intermediary bank, beneficiary's bank or beneficiary, even if the number (no matter where located on the

payment order) identifies a person different from the bank or beneficiary identified by name. The Customer shall be responsible for and shall be liable to the Bank for any loss, liability, claim or expense (including attorneys' fees) the Bank may incur in relying on the designated identifying or bank account number.

# Business Online Banking Agreement

(f) If the Customer issues a payment order for payment outside the U.S. in a currency other than U.S. dollars, it shall provide instructions to the Bank on the Account or funds to be charged. In the absence of such instructions or a foreign exchange contract with the Bank, the Bank shall be authorized to debit the Customer's Account for the U.S. dollar equivalent of the amount of the foreign currency transferred, at the Bank's then prevailing rate of exchange. Where applicable, the Customer accepts the risk of a fluctuation in currency exchange rates prior to finalization of the transaction. The Customer understands that if the beneficiary's bank is instructed to pay in a currency other than its local currency, payment will normally be made by the beneficiary's bank at its rate of exchange on the date of its payment. In connection with each money transfer, the Customer shall comply with all local currency restrictions and any other local law governing the transaction.

(g) Payments received by the Bank for credit to the Customer's Accounts will be deemed accepted upon notification to the Customer, or when funds are made available to the Customer, whichever is sooner. Certain funds transfer systems may provide that payments through such systems are provisional until receipt of final payment. In the event the Bank does not receive final payment of a payment that the Bank has accepted on the Customer's behalf and that has been sent by way of such a funds transfer system, the Bank shall be entitled to reverse any credit given to or obtain refund of such payment from the Customer.

(h) **ONCE A WIRE TRANSFER OR OTHER FUNDS TRANSFER IS ACCEPTED BY THE BENEFICIARY'S BANK, PAYMENT IS FINAL AND MAY NOT BE REVERSED, CANCELED OR AMENDED.**

Product	Exception Item Decision	File Upload	Sending/Receiving
<b>Positive pay</b>	10:00 AM (EST)	8:00 PM (EST)	
<b>ACH origination *</b>		2:00 PM (EST)	
<b>Internet Banking Internal Account Transfer</b>			7:00 PM (EST)
<b>Wire Transfers (Branch)</b>			4:00 PM (EST)
<b>Wire Transfers (Online)</b>			5:00 PM (EST)
<b>Remote Deposit Capture</b>		5:00 PM (EST)	

**Section 2.7. The Processor.** The Customer agrees that the Bank may utilize a Processor to carry out any of the Bank's obligations under this Agreement and any Rider. Notwithstanding any provision to the contrary contained in this Agreement or any Rider, the Customer shall have no claim or cause of action against any Processor arising out of this Agreement or any Rider. In performing any Service in which a Processor is used or to be used, the parties agree that the Bank and its Processor(s) will be acting as independent contractors with limited agency powers, and nothing in this Agreement or any Rider will be interpreted to mean that a partnership, a joint venture, or a general agency relationship exists between the Bank or its Processor(s) and the Customer.

# Business Online Banking Agreement

**Section 2.8. Compatibility With the Customer's Systems.** Any additional data sorting or processing beyond the formats received through any of the Services, and the compatibility of such received or processed data with the Customer's systems or the systems of any third party processor of the Customer, shall be the Customer's responsibility. The Customer assumes the entire responsibility for use of the data, and for all equipment and software on its premises used in connection with the Services. Customer shall be solely responsible for maintaining the security of their systems in accordance with the Bank's Service requirements. Customer agrees Bank shall have no liability or responsibility for maintaining the security of the Customer's system while using the Bank's Services. Bank reserves the right to immediately terminate any Service if Customer breaches any system security.

## ARTICLE III REPRESENTATIONS AND WARRANTIES

**Commercial Purpose.** The Customer represents and warrants to the Bank that none of the transactions or Services contemplated in this Agreement or any Rider, and no Accounts used in connection herewith or therewith will be used, directly or indirectly, for personal, family or household purposes.

## ARTICLE IV COVENANTS AND AGREEMENTS

The Customer agrees that, so long as any Service is in effect:

**Section 4.1. Notification of Errors, etc.** The Customer shall notify the Bank promptly of any errors, unauthorized transactions or irregularities reflected in the confirmations and other account records sent by Bank to the Customer pursuant to this Agreement or any Rider, or if the Customer becomes aware of any loss, theft, unauthorized use or attempted use of the Security Procedure, any Service, or any information accessible through any Service. During any period of Service unavailability, the Bank shall contact the Processor upon notice from the Customer of such unavailability to request that the Processor provide the Customer, on a best efforts basis, with alternative access to all service features. The Customer and the Bank agree to cooperate promptly and fully in the investigation of any claim asserted by any Person arising out of this Agreement, any Rider, or the transactions contemplated hereby or thereby. Subject to any contrary provision of the Customer's deposit agreements with the Bank governing the Accounts, if the Customer fails to notify the Bank of any error, unauthorized transaction or irregularity within sixty (60) calendar days after receipt of notification thereof, the Customer shall be precluded from objecting thereto. The Bank's records, kept in the regular course of business, will be presumed to be accurate unless clearly erroneous. Specific time periods may be established in any Rider as to a particular Service and, if so, any conflict between any provision of this Section 4.1 and the provision as set forth in said Rider shall be resolved in favor of said provision as set forth in said Rider.

**Section 4.2. Payment of Interest.** With respect to transactions governed by Article 4A of the UCC, the Bank shall pay interest to the Customer on any amount to be refunded, at the Bank's earnings credit rate then in effect, provided the Customer notifies the Bank of the relevant facts within 90 days after the date the Customer received notice from the Bank that the Entry Instruction was accepted or executed or that the Customer's Account was debited with respect to the Entry Instruction.

# Business Online Banking Agreement

## **Section 4.3. With Respect to Electronic Services.**

(a) The Customer agrees to be bound by any Entry Instruction, whether or not authorized, if the same was sent in the Customer's name and accepted by the Bank in compliance with an agreed-upon Security Procedure. The Bank shall be entitled to act on said Entry Instruction on behalf of the Customer, and to charge the amount of any such credit Entry Instruction (including adjustments) by direct debit entry against the Account of the Customer identified to the Bank for such purpose. The Bank shall not be obliged to verify the accuracy of other information contained in any Entry Instruction or to establish the identity of the Person sending the same. The Bank is not obliged to act on any Entry Instruction that is not transmitted in accordance with the Security Procedure. If the Bank takes any action not provided in the Security Procedure to verify the authenticity or content of any Entry Instruction, such additional action shall not be deemed to become part of the Security Procedure, no matter how often the Bank takes such additional action.

(b) The Bank will use reasonable efforts to act on a recall, cancellation or amendment of an Entry Instruction so long as it has reasonable opportunity to do so prior to execution of the Entry

Instruction, but it will not be liable for any loss if such recall, cancellation or amendment is not effected. The Customer shall be responsible for and shall be liable to the Bank for any loss, liability, claim or expense (including attorneys' fees) the Bank may incur in connection with its assisting the Customer to recall, cancel or amend an Entry Instruction.

(c) Prior to the initiation of any debit Entry, the Customer shall have obtained all authorizations required under the Rules and applicable law with respect to such Entry. The Customer shall furnish copies of such authorizations to the Bank upon its request.

## **Section 4.4. Use of Accounts; ACH; Overdraft.**

(a) With respect to Electronic Services, the Customer shall maintain Available Funds in its Accounts, as of the close of business two (2) Business Days prior to each Settlement Date (as defined in the Rules) and continuing through Settlement Date, in an amount sufficient to cover the aggregate amount of all credit Entries, debits to the Customer's Accounts received by the Bank as Receiving Depository Financial Institution (as defined in the Rules), and payments from the Customer's Accounts which do not utilize Automated Clearing House services, to be settled on such Settlement Date. The Bank reserves the right to establish additional account funding requirements on a case-by-case basis. In the event any authorized debit creates or increases an overdraft in any of the Customer's Accounts, the amount of any such overdraft shall be immediately due and payable by the Customer, without further notice or demand by the Bank, together with interest thereon for the period of the overdraft at the rate for such overdrafts separately agreed to between the Customer and the Bank or, if there is no such agreement, at the Bank's customary rates. The Customer shall on demand from the Bank transfer to the Bank sufficient Available Funds to cover any debit balance on an Account and any interest and charges due.

# Business Online Banking Agreement

(b) The Customer agrees that the Bank's records as to Account information, transfers among Accounts and information received from the Customer, which are kept in the regular course of business, will be presumed to be accurate unless clearly erroneous.

(c) The Customer shall, on demand from the Bank, transfer to the Bank sufficient immediately Available Funds to cover any debit balance on an Account, plus accrued interest and any other applicable charges, unless otherwise agreed in a Rider.

**Section 4.5. Use of the Services.** The Customer agrees that: (i) it shall not use any Service in connection with any activity other than those permitted by the terms of this Agreement and the Riders; (ii) the Customer will not use any electronic communication feature of any Service for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening; (iii) the Customer shall immediately cease any and all use of any Service upon termination of this Agreement; and (iv) upon the termination of any service provided to the Customer under a separate service agreement with the Bank, the Customer shall immediately cease use of the Service to the extent used to access that service. Violation of this provision shall be grounds for immediate termination of this Agreement, in addition to any other remedy, which the Bank may have.

**Section 4.6.** The Bank is required by regulations implementing the Unlawful Internet Gambling Enforcement Act of 2006 to ensure that its commercial customers' accounts **do not** receive deposits or other credits derived from illegal Internet gambling. The Customer agrees that: (i) the Company will not

engage in an Internet gambling business of any kind legal or illegal; (ii) and any representative of the company will notify the Bank immediately if the Company engages in an Internet gambling business at any future time

## ARTICLE V REMEDIES

### **Section 5.1. Remedies.**

(a) Unless otherwise agreed to in writing by the Bank and the Customer, the Bank may, by notice to the Customer, terminate any or all of the Services, and said Services, together with the related Riders and this Agreement (if all Services are terminated) shall thereupon terminate, and the Bank may pursue any additional remedies available at law or in equity. All payment obligations of the Customer to the Bank shall thereupon be due and payable in full, without further notice or demand.

(b) Any termination will not affect obligations occurring prior to termination, such as the obligation to process any Checks and Items, including returned Electronic Items that were in the process of being transmitted or collected prior to the termination date.

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**Section 5.2. Indemnification.** The Customer hereby agrees to indemnify the Bank and hold the Bank harmless from and against any and all claims, actions, damages, costs, liabilities, losses, expenses, fines, penalties and fees (including attorneys' fees and disbursements) resulting directly or indirectly from (i) any inaccuracy, act, delay or failure to act on the part of any Person not within the Bank's reasonable control (including other financial institutions and transmission or communication facilities, none of which shall be considered the Bank's agent hereunder), (ii) the Customer's negligence or breach of this Agreement or any of the other Account Documents including, without limitation, any ambiguity, error or inaccuracy in any instruction transmitted to the Bank or any Processor by the Customer pursuant to this Agreement or any Rider, (iii) arising out of any claim by a third party, whether groundless or otherwise, alleging that a payment order contravenes or compromises the rights, title or interest of any third party, or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law, except to the extent arising out of the Bank's or any Processor's culpable failure to act in accordance with the Security Procedure, if applicable, (iv) arising out of any action by the Bank or any Processor in conformity with a verified payment order, (v) the wrongful dishonor of checks presented to the Bank or any Processor for payment, including but not limited to payroll or tax payments (and including, with respect to the "positive pay" Service, any Processor's refusal to honor any item presented for payment at any office of the Processor, if the Processor did not have accurate or current issue and return information regarding said item at the time of presentment for payment), pursuant to the applicable Rider or Riders, and (vi) with respect to the "positive pay" Service, any fraud against the Customer, the Bank or any Processor related to checks drawn against the Customer's Account in connection with such Service which is undetected, after application of the procedures set forth in the related Rider, as of the time of final payment against said Account.

## ARTICLE VI MISCELLANEOUS

**Section 6.1. Effectiveness; Changes.** This Agreement shall become effective when the Bank shall have received an original hereof, executed by the Customer, and shall have executed and dated this Agreement below in acceptance hereof, as of said date. Each Rider shall become effective in the same manner. Acceptance by the Bank as set forth above shall occur without notice to the Customer and the date of such acceptance shown below (or on said Rider, as the case may be) shall be presumed to be the effective date hereof and thereof. The information on the attached Customer contact Form may from time to time be amended by the acceptance by the Bank of a replacement form from the Customer. Acceptance by the Bank of said replacement form shall occur without notice to the Customer and the date of such acceptance shown on said replacement form shall be presumed to be the effective date thereof.

**Section 6.2. Notices.** All notices permitted or required hereunder and under each Rider shall be in writing (which shall include electronic transmissions, *e.g.*, facsimiles), or in any manner expressly agreed to by the parties for such transmission. Notices to the Bank shall be sent to:

WashingtonFirst Bank  
11921 Freedom Drive, Suite 250  
Reston, Virginia 20190  
Attention: Ms. Margaret T. Prescott  
Facsimile: (703) 707-840

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or to such other address or in such other manner as the Bank may specify from time to time. Notices to the Customer shall be sent to the Customer's address as reflected in the Bank's records. Notices sent by facsimile shall also be sent by overnight delivery and shall be effective upon receipt of said overnight delivery. No notice to the Bank shall be effective until actually received by the Bank and the Bank shall have had a reasonable time to act thereon. The Bank shall be entitled to rely upon any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of the Customer.

## **Section 6.3. Confidentiality.**

(a) The Customer authorizes the transfer of any information relating to the Customer to and between the branches, subsidiaries, affiliates and agents of the Bank and third parties selected by any of them, wherever situated, for confidential use in connection with the Services and the transactions thereunder. The Customer acknowledges that any such branch, subsidiary, affiliate, agent or third party shall be entitled to transfer any such information as required by any law, court, regulator or legal process.

(b) The Customer agrees to keep confidential the Security Procedure and other Bank information provided to the Customer in connection with this Agreement and the Riders (except Bank information in the public domain), to limit access to its employees (under a similar duty of confidentiality) who require access in the normal course of their employment or otherwise as required by law or judicial process, and to limit its use to the manner designated by the Bank.

**Section 6.4. Termination; Survival.** Either party may terminate this Agreement and any of the Riders upon the sending of written notice to the other party in accordance with Section 6.2. Each of the Riders, and all Account Documents related thereto, shall terminate automatically upon the termination of this Agreement. The obligations of the Customer under any of Sections 4.3, 4.4 and 6.3 shall survive any such termination.

**Section 6.5. Entire Agreement.** This Agreement, the Riders and the other Account Documents including, but not limited to the fee schedules from time to time in effect, other schedules, exhibits and memoranda, contain the entire understanding of the parties with respect to the subject matter hereof, and may not be changed or waived orally. This Agreement supersedes any prior agreement between the parties with respect to the subject matter hereof.

**Section 6.6. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns, and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other Persons. Notwithstanding the foregoing, the Customer may not assign or otherwise transfer any of its rights or obligations under this Agreement or any of the other Account Documents without the prior written consent of the Bank.

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## **Section 6.7. Limitation of Law; Severability.**

(a) All rights, remedies and powers provided in this Agreement and the other Account Documents may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement and the other Account Documents are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement or any of said Account Documents invalid or unenforceable, in whole or in part, under the provisions of any applicable law.

(b) If any provision hereof is invalid or unenforceable in any controlling jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in such jurisdiction shall not affect the validity or enforceability of such provisions in any other jurisdiction.

**Section 6.8. Governing Law.** This Agreement and the Riders shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and applicable federal laws, without regard to principles of conflict of law. In the event of any litigation arising out of or relating to the matters contemplated by this Agreement or any of the Riders, the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts of competent jurisdiction in the Commonwealth of Virginia. In addition, the parties each waive trial by jury and, except as otherwise specifically provided herein, any right to seek or enforce payment of legal fees. The parties agree that either party may produce telephone recordings or computer records as evidence in any proceeding brought in connection with this Agreement.

# Business Online Banking Agreement

## Additional Services Authorization & Security

The additional services below require a separate rider to be completed. Your Administrator will not be granted access to the service(s) until the rider is completed. Your Administrator has the authority to grant access to the service(s) to other users. **ACH and Wire Transfer services allow funds to be transferred externally (outside the Bank) which increases your risk of loss.** Therefore, users with authority to process these transactions must have Security Tokens. To reduce your risk of loss, the Bank has established default Security Procedures, as described below.

### Security Procedures Description

Security Token: A physical device used in addition to other security procedures to enhance user authentication. This option requires the user to enter the code displayed on the token to sign on.

Token Re-entry: In addition to initial sign on, a user must re-enter a security token code to complete an external transfer.

Transfer Review & Approval: Requires two users to complete an external transfer request. A user may not complete a transfer without a second user's verification and approval.

Transfer Template(s): A pre-established transfer template with defined payment instructions. Users may request a transfer for which a template has been established. Users may alter the date and amount of the request, but not other instructions such as the beneficiary's name, bank, or account number. The Bank creates the templates at the request of an authorized individual.