

1. Customer Information

Primary Customer Name			
Mailing Address			
City, State Zip			
Tax Id Number		Phone No.	

Primary Contact Name (Must be authorized signer on all accounts)		Phone No.	
Email Address			
Administrator Name			
Email Address		Phone No.	

2. Account Information

Account Set-Up and Service Details to enable available services by each account and each entity included. Each Additional Entity must be a subsidiary or other affiliate of Primary Customer with common ownership and management.

Account Number			Tax Id number (If different entity than above)		Bill Pay Express Transfers* Template Transfers
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Attach Schedule 1 – Deposit Account Set Up Details to add more than four accounts or when using Business Online with multiple entities.

*Express transfers move a dollar amount from the identified account to another VNB “linked account” of the Primary Customer or an Additional Entity within the Business Online profile on a one time basis or on a recurring basis each month. Template transfers, or book transfers, allocate a dollar amount from the identified account to smaller amounts into multiple linked accounts, all via one transfer request. Template transfers can be set as repetitive transfers, regularly moving amount(s) as scheduled by the Administrator.

3. Token Usage Set Up

Use of a token is designated at one of two points during Business Online usage. These two points are referred to as “Log In” and “Transaction Level”. Log In designation will require all users to use SecurID Token to log in to Virginia National Bank’s Business Online. Transaction Level designation will require all users to use SecurID Token at the time an ACH or Wire transaction is submitted. Refer to our current Schedule of Business Online Service Packages and Pricing for all applicable charges. Virginia National Bank customer account to be charged for service charges for this service will be the same account designated in Section 4 of this agreement.

SecurID Token Decline

4. Service Plan Set Up Information

Refer to our current Schedule of Business Online Service Packages and Pricing for applicable charges, if any. Virginia National Bank customer account to be charged for any service charges:

Account Number: _____ Economy or Personal Account Analysis

Business Online single user service – for single user login only

Business Online Access service – for multi-user flexibility

Business Online Advantage - for multi-user and loan services

For single user service, Customer agrees that User information will not be shared with others. If Virginia National Bank determines that more than one user is accessing the *Business Online* with the same login information, the service will be deactivated immediately. The single user service level is offered at no base monthly charge but other charges may apply, as detailed on our Schedule of Packages and Prices.

5. Acknowledgements, Representations and Agreements

The undersigned represents that (a) he/she is an authorized signer for each of the designated accounts of the Primary Customer and, unless otherwise indicated, of any Additional Entity added to Primary Customer’s profile pursuant to a Schedule 1, and is authorized to appoint an Administrator for all such accounts and (b) each Additional Entity is a subsidiary or other affiliate under common ownership or management of the Primary Customer. The undersigned acknowledges and agrees, on behalf of the Primary Customer and each Additional Entity, that:

- A. I/we have received, read and agree to the terms and conditions of Virginia National Bank’s Business Online and Treasury Management Services Agreement (“Master Agreement”), any Associated Agreement(s) (as defined in the Master Agreement) and the current Schedule of Business Online Service Packages and Pricing, all as may be amended from time to time, which will govern the use of Business Online and access to any functions or additional Services, e.g. Bill Payment, Internal Transfers and ACH (collectively, “Business Online Services”) obtained through Business Online.
- B. The Administrator designated above, or as may be designated from time to time, will have full access to all Business Online Services enabled for account(s) of Primary Customer and each Additional Entity, as may be modified and amended from time to time, regardless of whether the Administrator is an authorized signer on the account(s). The Administrator will remain authorized unless and until Virginia National Bank has received written instructions from an authorized signer for the Primary Customer to remove and replace the Administrator and has had a reasonable time to act on such instruction.
- C. If Business Online Access multi-user service is enabled, from time to time, the Administrator is authorized to add and remove one or more additional “User(s)” of all or any Business Online Services and accounts enabled for the Primary Customer and/or any Additional Entity, whether or not such User(s) are authorized signers on any account(s). The Administrator may delegate to other User(s) all or any portion of the functions available to the Administrator and has authority to modify, limit (e.g. limiting the dollar amount of specific transactions) or otherwise control the accounts and/or functions of any Business Online Services over which each User has authority, including delegating to a User the right to establish another User.
- D. The security procedures associated with Business Online are reasonable and I/we are responsible for establishing and maintaining proper procedures regarding control of any accounts or funds, including monitoring the use of Business Online Services by the Administrator.

Primary Contact Signature (Authorized Signer on all Accounts)

Date

Authorized Bank Representative

Date

Business Online and Treasury Management Services Agreement

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BUSINESS ONLINE AND TREASURY MANAGEMENT SERVICES AGREEMENT ("Agreement")

I. INTRODUCTION

This Agreement, as it may be modified from time to time, outlines the terms under which Virginia National Bank will provide customers with certain online and other treasury management services further described in this Agreement (collectively, the "Services" and individually, a "Service"). Any actions you request or approve under any of the described Services will be governed by these terms and conditions. If the provisions of any rules, procedures or guidelines, including any user guides, instructions or help screens, whether provided in paper, electronically or made available at www.vnb.com (the "Service Rules") for a particular service are inconsistent with the terms set out in this Agreement, the Service Rules shall control. If the provisions of the Service Rules and/or this Agreement are inconsistent with the instructions or other documents you sign or approve to implement any particular Service including any online enrollment forms contained within Business Online (as defined below) (the "Implementation Forms"), the Implementation Forms shall control to the extent they are not superseded by a later version of this Agreement or the Services Rules.

Throughout this document, the terms "you," "your" and "yours" refer to the party using the services described. The terms "we," "our," "ours," "us", Bank and "VNB" refer to Virginia National Bank. Implementation Forms, any Service Rules that we provide to you in connection with particular Service(s), and any clearinghouse, funds transfer system (e.g. Society for Worldwide Interbank Financial Telecommunications or SWIFT), Federal Reserve operating bulletins of circulars, or other third-party association rules that apply to a particular Service as amended and in existence from time to time ("Associations Rules") and the Account Terms (as defined below) are all ancillary to this Agreement and are referred to herein as the "Associated Agreements."

Section II applies to all of the Services. Section III contains provisions applicable to specific Services. The various parts of Section III apply to you only if you actually use the Service described in that part and/or you sign an Implementation Form for that

Service. If a provision in Section II relates to the same subject matter as a provision in Section III with regard to particular Services and there is a conflict between the two provisions, Section III shall control.

II. GENERALLY APPLICABLE TERMS AND CONDITIONS

A. Authorized Persons.

We may accept oral or written instructions (sent electronically via facsimile, email, through www.vnb.com or other electronic transmission) (collectively "Instructions") from any person authorized to sign on the affected account ("Authorized Signers"). In addition, we may accept instructions from any person designated as the Administrator (as defined in Section III.A below), from time to time, on an Implementation Form for any accounts and Services designated on an Implementation Form and from any person designated as a "User" (as defined in Section III.A below) by the Administrator, or a User with Administrator Authority (as defined in Section III.A below) to the extent of the permissions granted such User (collectively, such Administrators and Users are referred to as "Authorized Users"). Authorized Signers, Authorized Users and any other agents you may otherwise authorize to act on your behalf, from time to time, are hereinafter referred to as "Authorized Persons". We may continue to rely on any Instruction given by an Authorized Person notwithstanding that the authority of such Authorized Person is later be revoked, unless and until such time as we receive notice or a other Instruction from an appropriate Authorized Person revoking or modifying any previous Instruction. For example, if an Authorized Signer appoints an Administrator, such appointment will continue after the authority of the Authorized Signer is revoked unless and until we receive a new Instruction from a current Authorized Signer revoking the authority of the Administrator and appointing a new Administrator. You agree to hold us harmless from all costs, suits, expenses, liabilities, damages and attorney's fees arising from or related to our acting in good faith in accordance with Instructions or information that was purportedly faxed or sent electronically by you or by any Authorized Persons, to the extent of the authority granted or established. We may, but are not required to, require further written confirmation of any Instructions given orally, via facsimile or electronically. Each Authorized Person may act alone, unless the applicable account signature documentation, Implementation Form or permissions established by the Administrator, or a User with Administrator Authority, specifically limits the authority of particular persons. If at any time any two or more Authorized Persons give us conflicting Instructions, without liability to you or anyone else, we may (1) honor one or more of the Instructions, (2) refuse to honor any of the Instructions until we receive consistent Instructions from all persons who had originally issued conflicting instructions or from an Authorized Person with greater authority, (3) close the account and send a check for the collected balance to the address of record or (4) file an interpleader or other proceeding in a court of competent jurisdiction to determine the disposition of the account or any funds, in which case, you shall be responsible for the expenses associated with such action, including our reasonable attorney's fees. These costs may also be deducted from funds in any of your accounts or upon court approval, those that have been deposited with the court.

B. Service Charges and Taxes.

By requesting and/or using any of the Services, you agree to pay our fees and charges for the Services, as in effect from time to time. We will provide you a written fee schedule upon request. We may change our fees and charges by giving you twenty (20) days advance notice of the changes either by mail, fax, email or other delivery method by which you have agreed to receive statements or other notices. If you object to the changes you may, upon prior written notice to us, terminate the Services before the changes take effect. You also agree to pay all taxes or assessments that result from the Services provided under this Agreement (except for taxes on our income) and to pay any access or transmission charges, transfer commissions or other direct charges you or we incur in providing a product or Service to you. We may choose to collect these amounts by (a) debiting any one or more of your accounts with us, and/or (b) applying the earnings credit, if any, on all full analysis business checking account(s) to reduce or eliminate any eligible fees.

C. Representations; Compliance with Applicable Laws and Regulations; Unlawful Internet Gambling.

You represent and warrant to us that (1) if you are not a natural person, you are duly organized, validly existing, and in good standing under the laws of your state of organization, and you have the full power and authority to carry on your business as now conducted and are duly qualified to do business and in good standing in each jurisdiction where qualification is necessary for your business, and you have not commenced any dissolution or reorganization proceedings, (2) if you conduct business under an assumed or fictitious business or professional name, you have properly filed the assumed name certificates as required by law to the appropriate governmental filing office for your jurisdiction; and (3) you have obtained all necessary consents to enter this Agreement and make it legally binding. You must comply with all applicable state and federal laws and regulations at all times you use our Services. Without limiting the generality of the foregoing, you acknowledge and agree that you will not use any of the Services or any of your accounts with us to process any restricted transactions as defined in Federal Reserve Regulation GG (Prohibition On Funding Of Unlawful Internet Gambling). This restriction includes, but is not limited to, the use of any service or account to process any transaction in which any credit, electronic funds transfer (e.g. ACH or, wire transfers), check, draft or other instruments are knowingly accepted in connection with the participation in unlawful internet gambling.

D. Extensions of Credit.

Certain Services and/or provisions of the Associated Agreements may require you to have specified amounts of collected or available funds in your accounts at the Bank at certain times. We are never obligated to extend credit to you unless we have specifically agreed to do so in a separate writing and any conditions to that obligation have been satisfied. However, we have the option to extend credit to you from time to time by permitting overdrafts in your accounts, processing Payment Order(s) (as defined below) prior to receipt of collected funds in your account(s), delaying collection of amounts due, or otherwise. If we extend credit to you and you do not have a written agreement providing for other repayment terms and/or interest rate related to such credit, the outstanding principal amount is immediately due and payable and will bear interest from the date the credit is extended until it is repaid at a per annum interest rate determined by us, but not exceeding the maximum non-usurious rate of interest permitted under applicable Virginia or federal law. If we do not elect to extend credit to you, we will have no liability to you if we return or otherwise refuse to pay any items on your account(s).

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E. Proprietary Information; Confidentiality.

All, programs, software, specifications, systems designs, applications, routines, sub-routines, techniques, enhancements, documentation, manuals, ideas, formulas and pricing used, developed or provided by us or otherwise in connection with the Services constitutes "Confidential Information". All Confidential Information, together with any trademarks, trade names, service marks and copyrights are proprietary property and remain the sole property and Confidential Information of the rightful owner (whether us or a third party), and you shall have no ownership interest in them. You agree to disclose the Confidential Information to your employees and agents only on a need-to-know basis, and you agree not to disclose the Confidential Information to anyone else without our prior written consent, except as required by law or as permitted by this Agreement. You agree to keep confidential and require your Authorized Person(s), other employees and agent(s) to keep confidential all Confidential Information. When your right to use or license the Confidential Information terminates, you must either (i) represent to us in writing that all Confidential Information in your custody or control is destroyed, or (ii) return all Confidential Information to us, together with any reproductions or extracts of the Confidential Information, including any Confidential Information you have provided to your agents and any extracts thereof in their possession.

F. Security.

Some of the Services that we offer require you and any Authorized Person(s) to implement appropriate security measures as set forth in this Agreement, the Service Rules, Association Rules or other Associated Agreements for those Services (the "Applicable Security Procedures"). We may rely on the Applicable Security Procedures to determine whether any Instructions are authorized, and you will be bound by those instructions issued in your name (or in the name or on behalf of your Authorized Persons) and accepted by us in compliance with the Applicable Security Procedures, whether or not you actually authorized them. You acknowledge that the Applicable Security Procedures are commercially reasonable and that you and your Authorized Person(s) will keep all user ID number, passwords or other security codes or procedures confidential.

G. Email.

Email messages we exchange with you outside of the email capability within Business Online ("External Email") are not currently supported by any encryption software and any External Email communications exchanged should be deemed to be minimally secured. Neither any third party nor we can verify the validity of any transmission sent to you by External Email. Therefore, personal or private information should not be conveyed in such manner, including information relating to your account number(s), your tax identification number, user ID number, and/or password, business address, and any other personal, financial, or confidential information. You may elect to receive such personal and confidential information by External Email, and if you so agree, then we shall not be liable for any loss or damage sustained by you resulting from such information being sent by External Email. You also understand and agree that VNB shall not be liable for any loss or damage sustained by you in the event that an unauthorized person gains access to any such email. You agree to defend, indemnify, and hold us harmless if we act with ordinary care and in good faith by responding to any External Email purported to be sent by you to us or by us to you.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, YOU HEREBY RELEASE AND FOREVER DISCHARGE VIRGINIA NATIONAL BANK, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE, THAT YOU HAVE OR MIGHT HAVE, KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO TRANSMITTAL OF ANY ACCOUNT OR OTHER CONFIDENTIAL INFORMATION BY YOU OR ANY AUTHORIZED PERSON(S) TO VIRGINIA NATIONAL BANK BY EXTERNAL EMAIL, OR VIRGINIA NATIONAL BANK'S RESPONSE TO ANY EXTERNAL EMAIL FROM YOU OR ANY AUTHORIZED PERSON(S).

H. Notices.

Any written notices required or permitted by this Agreement or any of the Associated Agreements will be effective when received unless this Agreement or any Associated Agreement provides otherwise. Notices to you will be sent to at least one of the following: (1) the addresses listed in the Implementation Form for the Service affected, if any, (2) the address to which your account statements are mailed, or (3) any other address designated in writing by you to us (including any email addresses).

Notice to us must be sent to (a) Virginia National Bank, Attn: Treasury Management, P.O. Box 2853, Charlottesville, VA 22902-2853, or (b) any other address designated in writing by us to the other (including any email addresses).

I. Discrepancies/Errors.

You must promptly report in writing any error regarding any Service and any discrepancy between your records of your orders, Instructions and requests (including, any instructions to transfer funds) and any notice you receive from us regarding our execution of your orders, Instructions and requests or any information contained on your bank statement. You agree that thirty (30) days from the date we mail, deliver or otherwise make available such notice or a bank statement reflecting such order, Instruction or request, whichever occurs first, is a reasonable time for you to notify us of discrepancies, including unauthorized and erroneous payment orders or other transfers, unless any other applicable Service Rules, Account Terms or applicable Association Rules, agreements or laws provide for a shorter notification time. You agree to provide us with all information we reasonably request in connection with any discrepancy. Notification requirements regarding checks paid without a properly authorized signature or errors or discrepancies will be governed by the Account Terms.

J. Assignment/Affiliates.

This Agreement and the Associated Agreements bind and benefit you, us and our respective successors. You may not assign or delegate any of your rights or obligations under this Agreement or any Associated Agreement without our prior written consent. This Agreement is not intended to benefit anyone other than you, us, our affiliates, our successors and assigns, and any of our

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vendor(s) providing software, products or services used to offer the Services.

K. Uncontrollable Events (FORCE MAJEURE).

No party will be deemed to have breached this Agreement and the Associated Agreements for failure to perform because of a cause outside the reasonable direct control of that party, and without fault or negligence of that party. Causes beyond the reasonable direct control of a party include, without limitation: any failure or interruption of any electronic communication system between you and us; equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction; action or inaction of governmental, civil or military authorities; fire, strike, lockout or other labor disputes; flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or third-party vendors; and suspension in payments by another financial institution. We are not responsible for any act or failure to act by any correspondent bank, Federal Reserve Bank, SWIFT, National Automated Clearing House Association, any regional or local automated clearinghouse, or any other third party.

L. Other Rules of the Bank.

The Terms and Conditions of our deposit accounts, including the Funds Transfer, Funds Availability, and Schedule of Services and Fees (collectively, the "Account Terms") apply to each of your accounts and should be considered a part of this Agreement and the Associated Agreements as fully as if the Account Terms were set out in this Agreement. If this Agreement conflicts with the Account Terms for any particular Service, this Agreement shall control with respect to that specific Service.

M. Our Liability for Failure to Make a Transfer.

If we do not complete a transfer under any Service, including a wire transfer, ACH payment order, bill payment, internal transfer or other transfer, to or from your account on time or in the correct amount, according to our agreement(s) with you when you have properly instructed us to do so, we may be liable to you for your losses or damages caused as a result, subject to the indemnification and limitation of liability contained in Section II.N below. We will NOT, however be liable in certain circumstances, including the following: (1) If, through no fault of ours, you do not have enough money in your account to make a transfer; (2) If a legal order directs us to prohibit withdrawals from the account; (3) If your account is closed, or if it has been frozen; (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.;(5) If you or any Authorized Person commits any fraud or violates any law or regulation; (6) If any electronic terminal, telecommunication device, or any part of the Business Online Services are not working properly and you did not receive a confirmation of your transfer; (7) If you have not provided us with complete and correct payment information for the transfer, payment or bill payment service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee; (8) If you have not properly followed the on-screen instructions, help screens or other user guides for Business Online; or (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

N. Disclaimer of Warranties; Indemnification; Limitation of Liability.

WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, AND DISCLAIM ANY IMPLIED WARRANTIES, AS TO THE FITNESS, MERCHANTABILITY, OR SUITABILITY OF ANY OF THE SERVICES OR SOFTWARE PRODUCTS PROVIDED TO YOU OR TO THE SUITABILITY OR COMPATIBILITY OF OUR SOFTWARE, EQUIPMENT, OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE. We do not and cannot warrant that any Services, including Business Online Services will operate without errors, or that any or all Business Online or other Services will be available and operational at all times. You agree to indemnify and hold us, our affiliate and vendors and our and their respective officers, directors, agents and employees (collectively, the "Bank Parties") harmless from and against any and all loss, liability and expense (including reasonable attorney's fees) arising from the Services performed by us in connection with this Agreement and the Associated Agreements, except for losses caused directly by our failure to exercise ordinary care or to act in good faith. You and we agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. To the maximum extent permitted by law, you agree that the Bank Parties will not be liable for events or circumstances beyond their reasonable control, and the liability of the Bank Parties will be limited to correcting errors caused by the Bank Parties. **WE WILL NEVER BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUE OR DATA (WHETHER THE CLAIM IS IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES). FURTHER, EXCEPT TO THE EXTENT PROHIBITED OR OTHERWISE LIMITED BY LAW, IN NO EVENT SHALL THE LIABILITY OF THE BANK PARTIES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES GIVING RISE TO A CLAIM AGAINST BANK PARTIES OVER THE PRIOR TWENTY-FOUR (24) MONTHS.**

O. Amendment.

We may amend or supplement this Agreement by giving you at least twenty (20) days notice of such amendment or supplement, either by mail, fax, email or other delivery method by which you have agreed to receive statements or other notice, or by posting such amendment or supplement from time to time on our website at www.vnb.com or otherwise within the Business Online Services. We also may amend or supplement the Service Rules or any Associated Agreements by giving you ten (10) days written notice of the amendment or supplement in the same manner. If laws, regulations, or Association Rules require this change, or if we determine that the change is necessary for the security of your accounts or the security or integrity of the systems used by us in performing Services, we may amend or supplement this Agreement by giving you notice promptly after the change. If the change is unacceptable to you in any case, you may terminate this Agreement and any Associated Agreements by written notice to us prior to the effective date of the change (or within ten (10) days after receiving notice of any change for which prior notice is not required). However, any outstanding obligation you may owe us will not be relieved by closing your accounts. You may change this Agreement only by a written agreement signed by us setting forth the changes.

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P. Termination.

Either you or we may terminate this Agreement, any particular Service(s) and/or any Associated Agreements or the portion relating to any particular product or Service by giving twenty (20) days written notice to the other party. All provisions relating to indemnification, limitations of liability and Confidential Information shall survive termination. We may also terminate all or part of this Agreement or any Associated Agreements immediately and without prior notice if (1) you fail to maintain adequate available balances in your accounts or fail to pay any overdraft of any kind, no matter how the overdraft was created (unless the overdraft was created solely by our error); (2) you violate this Agreement or any Associated Agreements or any loan, credit, letter of credit or other financing agreement under which you are a debtor or account party (whether with us or any other creditor); (3) you fail to provide financial information that we reasonably request; (4) you fail to pay all applicable service charges or other fees when due, (5) a material adverse change occurs in your financial or business condition; (6) you make a general assignment for the benefit of creditors or become a debtor in any bankruptcy or other insolvency or liquidation proceeding of any kind; or (7) we determine that it has become impracticable for us to perform any Service under this Agreement because of changes in applicable laws, regulations, or clearinghouse rules. If all or part of this Agreement or any Associated Agreements terminates, you must return any Service Rules and Confidential Information for the Services no longer being used, including those that are within the possession of your agents, or represent to us in writing that such Service Rules and Confidential Information have been destroyed.

Q. Governing Law; Venue.

VIRGINIA LAW WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES GOVERNS THIS AGREEMENT. CHARLOTTESVILLE, VIRGINIA IS THE PLACE OF PERFORMANCE OF THIS AGREEMENT AND IS THE PROPER VENUE FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, WHETHER SUCH ACTION IS IN CONTRACT, TORT, OR OTHERWISE. SUBJECT TO PARAGRAPH U, BELOW, WE MAY BRING ANY ACTION OR PROCEEDING AGAINST YOU IN ANY STATE OR FEDERAL COURT IN THE CITY OF CHARLOTTESVILLE, VIRGINIA OR IN ANY OTHER JURISDICTION OR VENUE, AND YOU IRREVOCABLY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU MAY NOW OR HEREAFTER HAVE AS TO VENUE IN THAT COURT OR AS TO THAT COURT BEING AN INCONVENIENT FORUM.

R. Arbitration; Waiver of Jury Trial.

Unless prohibited by law, any request, dispute or claim arising out of this Agreement, any Associated Agreements or any Services shall, at your or our request, (either before or after the commencement of judicial proceedings) be decided by binding arbitration under the expedited procedures of the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association (AAA), and Title 9 of United States Code. In any such arbitration proceeding: (1) all statutes of limitations that would otherwise be applicable shall apply; and (2) the proceeding shall be conducted in Charlottesville, Virginia, by a single arbitrator, if the amount in controversy is \$1 million or less, or by a panel of three (3) arbitrators if the amount in controversy is more than \$1 million. Arbitrator(s) will be appointed by the agreement of you and us, or if unable to agree, by AAA, or the rules of AAA, and will be retired judge(s) or attorney(s) with experience or knowledge in banking transactions. Each party will pay its own costs and attorney's fees. Any statute of limitations period which would provide a defense to a claim brought in a lawsuit in state or federal court will also apply with equal force and effect to any arbitration brought pursuant to this section. Any award rendered in any such arbitration proceeding shall be final and binding, and judgment upon any such award may be entered in any court having jurisdiction.

Notwithstanding the above, you and we agree that no arbitrator or panel of arbitrators shall possess or have the power to do any of the following: assess punitive damages; dissolve, rescind or reform (except that the arbitrator may construe ambiguous terms) this Agreement or any Associated Agreements or any portion thereof; enter judgment on the debt, exercise equitable powers, issue or enter any equitable remedies; or allow discovery of attorney/client privileged information.

This Section shall not limit or impair the right of us before, during, or after any arbitration proceeding to exercise self-help remedies such as set off or to obtain emergency relief from a court of competent jurisdiction to prevent the dissipation, damage, destruction, transfer, hypothecation, or concealment of assets. Such emergency relief may be in the nature of, but is not limited to pre-judgment attachments, garnishments, sequestrations, appointments of receivers, or other emergency injunctive relief to preserve the status quo.

If any dispute or claim results in a lawsuit, and neither you nor we have elected or requested arbitration or arbitration is prohibited by applicable law, you and we knowingly and voluntarily agree that (a) the claim shall be brought in state or federal courts located in Charlottesville, Virginia and (b) a judge, without a jury, will decide the case. The arbitration or trial will be brought individually and not as part of a class action. YOU UNDERSTAND AND KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY.

Notwithstanding anything herein to the contrary, controversies or claims involving disputes under Section III.B regarding Automated Clearing House Services will be settled by arbitration in accordance with the National Automated Clearing House Association arbitration procedures.

S. Miscellaneous.

If any provision of this Agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the balance of the Agreement shall be enforceable. If we waive your failure to comply with this Agreement in certain circumstances, that waiver will not be deemed a waiver of any other breaches of the same or different provisions of the agreements between you and us. All waivers must be written. All headings in this Agreement and the Association Rules are for convenience only and should not be considered in interpreting the Agreements. All pronouns should be

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construed to include the masculine, feminine, and neuter forms. You agree to execute any additional documents and provide any information that we reasonably request.

T. Entire Agreement.

THIS AGREEMENT, THE ASSOCIATION RULES, THE IMPLEMENTATION FORMS, THE SERVICE RULES, THE ACCOUNT TERMS OR OTHER ASSOCIATED AGREEMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND US REGARDING THE DESCRIBED SERVICES; SUPERSEDE ALL PROPOSALS AND PRIOR AGREEMENTS AND ALL ORAL DISCUSSIONS RELATING TO THE SUBJECTS COVERED THEREBY; AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN YOU AND US.

U. Business Day; Times.

Unless otherwise defined herein or an Associated Agreement, a "Business Day" is any day that we are open for business except Saturday, Sunday and all Federal bank holidays. All transactions, deposits, instructions, and entries received by us on a day that is not a Business Day, or after any cutoff deadline established for a Business Day, will be treated as if received by us on the next Business Day. All references to a time shall refer to Eastern Time.

III. SERVICES

A. Business Online Services

This section explains the additional terms and conditions under which we provide or make available any internet and online banking and information reporting system (referred to herein as "Business Online" or "Business Online Services"). In addition, many of the other Services outlined in this Agreement will require you to use or receive those Services through Business Online. By enrolling and/or using the Business Online Services, you agree that you have and understand this Agreement (including this section) and any Associated Agreement, as may be modified from time to time, and that you agree to be bound by all such terms and conditions applicable to the Business Online Services. If you do not agree to be bound by the applicable terms and conditions, you should not use the Business Online Services.

1. About Business Online Services. Business Online is a service that permits you, using the Internet and your personal computer, to retrieve information about your account(s) and transaction activity and is the method by which you can receive many Services described in other sections of this Agreement. Basic services available through Business Online ("Basic Business Online Services") include the ability to obtain account balance information, view cleared check images, view account history and other information including certain reports, initiate bill payments, receive electronic statements and other documents, re-order checks, transfer funds between your designated VNB accounts ("Internal Transfers") and issue stop payment orders. Basic Business Online Services may be substituted or supplemented from time to time. Use of some Basic Business Online Services, such as bill payments and electronic delivery may require an additional request and/or enrollment process. You must also use Business Online to obtain other certain other Services outlined in this Agreement or additional services made available from time to time (the "Additional Business Online Services"). In order to use any Business Online Services, you must have an eligible account with us (checking or money market) and appoint an Administrator, as discussed and defined herein below. Further description of, and certain Services Rules related to, the Basic Business Online Services and the Additional Business Online Services can be found in Business Online, this Agreement and/or the Associated Agreements. You may use the Business Online Services and otherwise access the account information only (a) for as long as this section of this Agreement is in effect, (b) for your own use, and (c) in accordance with the terms of this Agreement, the Service Rules and other Associated Agreements.

2. Designation Customer Accounts; Identification of Administrator. You must designate the VNB accounts to which you want to obtain access on our Implementation Form(s) or other approved document. You must also designate an Administrator who will have complete authority over (a) any and all information, transactions and other services which may be initiated via Business Online and (b) adding and removing other authorized user(s) and setting up and/or modifying the authority of such user(s) as outlined further below.

3. Prerequisites; Customer Responsibilities. As a prerequisite for the Business Online Service, you must obtain access to the Internet with compatible hardware, software, and web browser. Additionally, it is your responsibility to obtain access to the Internet by subscribing to an Internet Service Provider ("ISP") of your choice, the cost for which you are solely responsible. The web browser must support Secure Socket Layer (SSL) technology that maintains 128-bit encryption. Installation, maintenance, and operation of your computer and its software are your responsibility. We are not responsible for any error or failure of your computer, your software, or your Internet connection. We are not responsible for any computer virus or related problems that may be associated with use of Business Online Services.

4. Administrator; User(s). You must designate an individual (the "Administrator") within your business to administer access to your Business Online Services, and we will issue an administrative user identification ("Admin User ID") and Temporary Password to the Administrator. The individual you identify as Administrator on an Implementation Form shall remain on our records as your designated Administrator until you give us notice to remove such individual and authorize a replacement Administrator. The Administrator has full and complete access to all designated accounts and all Basic Business Online Services and Additional Business Online Services for which you have enrolled, including all Services or accounts added from time to time, whether or not such Administrator is listed as Authorized Signer on the account(s). Unless you have selected to Business Online access for a single user, the Administrator will also have the authority to designate other individual(s) as "Users" with the ability to use all or some of the Business Online Services for which you are enrolled, including giving one or more Users the same full authority ("Administrator Authority") granted to the Administrator with the ability to designate other User(s). The Administrator, and any User given Administrator Authority, is authorized to set up, control and maintain all access by other User(s) from time to time, including (a) adding, deleting and modifying new and existing Users of Business Online Services and resetting password(s), (b)

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assigning or deleting specific functions and permissions to each User (e.g. view only access to all or only certain accounts, ability to create and initiate internal transfers or wire transfers, ability to verify/approve transfers); and (c) establishing dollar or other limits on each User's ability to use any Services (e.g. requiring an Administrator's or additional User's approval to initiate a wire transfer). Information and directions regarding adding, deleting or modifying any User's authority can be found on Business Online Services help screens and/or User Guides.

5. Security Procedures & Authentication; Responsibility for Instructions and Transactions. We will provide the Administrator with a Company ID, User ID and Temporary Password. If the Business Online service you select is restricted to a single user, you agree that the Administrator will not, under any circumstances, share his/her User ID and Password, even with another individual who may be an Authorized Signer. If the Business Online service you select allows multiple users, the Administrator (or any User with Administrator Authority) will be responsible for creating User IDs for all other User(s) authorized to use Business Online Services. Administrator(s), after logging in with a temporary password, and User(s) must create a customized password ("Password") which will be used for future Business Online Services sessions. Passwords must contain letters and numbers (alphanumeric) and otherwise meet the requirements established for Business Online. The Administrator and each User may change his/her Password up to one time a day by following the instructions within Business Online. The Administrator and Users will also be prompted to change their Password from time to time. Passwords should not be associated with any personal information, such as social security numbers, address, birthdays, phone numbers, or names that might be easy for others to determine. For security purposes, we also recommend that Administrator and User IDs and Passwords be memorized and not written down.

In addition to the use of a Company ID, User ID and Password, we offer a number of methods of authentication and other security procedures related to access and transactions within Business Online. Within Business Online, the Administrator may establish maximum single transaction and daily dollar limits and/or require secondary authorization or verification of transactions that involve transfer of funds, including internal transfers, Positive Pay Decisions, Loan Advances/Payments, Wires and ACH transactions. Each Administrator and User will select a Picture and Personal Phrase that will be displayed on the Password screen at each subsequent log-in. If the selected Picture and Personal Phrase are not displayed on the screen requesting the Password, the site being accessed is not authorized by us and the Administrator or User should not proceed. Each Administrator and User will also be required to choose from a pre-chosen list of Challenge Questions and will be required to provide a correct answer to a minimum of two (2) Challenge Questions. Each Administrator and User will be required to provide the correct answer as part of each log in process unless he/she has already opted to register a PC in a previous session. We also offer, and highly recommend that you use, SecurID tokens ("Tokens") for log-in ("Token Enabled Log-In") to provide enhanced online security. Regardless of whether you choose or decline to use Token Enabled Log-In, we may require, at any time, that Tokens be used to initiate certain types of transactions such as ACH and Wire transactions ("Token Required Transactions"). Tokens will be delivered via Federal Express to the Administrator, and the Administrator will be responsible for assigning a Token to himself/herself and/or each User(s) through Business Online. Once Token(s) are enabled or required and assigned by the Administrator, each Administrator and User will be required to enter the randomly-generated unique digital number (the "Token Digits") from his/her assigned Token at Log-In and/or to initiate a Token Required Transaction, as applicable. For security purposes, if the incorrect Password, Challenge Question answers or Token Digits are entered incorrectly after a certain number of attempts, access will be denied to that User ID. An Administrator who has been denied access must call online support at 434-817-8070 to reestablish online access, and a User denied access must contact an Administrator to reestablish access. The Administrator may have an assigned Code and/or Security Question and Answer that will be used when making maintenance requests. Each Administrator and User is responsible for keeping his/her User ID and Password, Challenge Question answers, Image and Personal Phrase, any Code word and any Token (collectively "Security Features") as well as account numbers and other account information confidential and secure from unauthorized use. We will never need to know any Security Features other than Code Words, and the Administrator and User(s) should never furnish any Security Features to anyone claiming to represent us, except that an Administrator may provide the Code Word when calling us for maintenance requests. If anyone calls and requests this information or if any Security Features is compromised, misappropriated or lost, or if you suspect any unauthorized activity the Administrator should contact us immediately through the secure online messaging center in Business Online or by calling us at online support at 434-817-8070. Additional instructions regarding lost, stolen, defective or expired Tokens are available in Business Online. **You are responsible for, assume the risk of, and indemnify and hold VNB, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with any consequences of the fraudulent, unauthorized or improper use or misuse of the Business Online Services by any Administrator, User or anyone using the User ID, Password, Token or other Security Features of an Administrator or User;** provided, however, liability for electronic funds transfers from a consumer account is subject to the limitation of liability contained in the applicable Account Terms and applicable law. You understand and acknowledge that no additional security, password or verification procedures will be implemented or otherwise adhered to in allowing the Administrator or any User to use the Business Online Services other than any verification or authentication required as part of the established permissions for a particular User. You understand and acknowledge that the Administrator and any User who is allowed to have access to your designated bank account(s) using Business Online Services will have access to certain confidential account information, and you hereby expressly consent to and authorize any Administrator or User to have access to any account information available through the Business Online Services. Notwithstanding anything to the contrary contained in any other agreement regarding your bank account(s), access to and the ability to make transfers or transact other activity on your designated account(s) using Business Online Services shall be available to the Administrator, and to User(s) in accordance with the permissions established by the Administrator or a User with Administrator Authority, regardless of whether the Administrator or User is a signatory on the designated account(s) and whether or not two or more individuals are otherwise required to transact business on the account(s) pursuant to any resolutions or signature cards that may be on file for such accounts. You are responsible for monitoring the use of Business Online Services by the Administrator and User(s), including reviewing all activity on the periodic statements for the designated account(s) and establishing such additional procedures as you deem necessary. You must notify us immediately of any suspected unauthorized activity.

6. Bill Payments. Once you enroll in the Bill Payment Service offered through Business Online, your Administrator or any authorized User(s) must establish each individual or business (a "Payee") to whom/which payments ("Bill Payments") may be made by setting up the name of the payee, the account number and payee's remittance address as shown on the billing statement. All Payees must have a payment address located in the United States (please refer to Service Rules for additional

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restrictions and information). We reserve the right to exclude any particular individual or business from receiving Bill Payments from time to time and will notify you by email via Business Online if we elect to exclude any Payee you have designated. Authorized Person(s) may initiate a Bill Payment to a Payee by indicating the dollar amount (U.S. Dollars only), the date the payment should be processed (a "Scheduled Date") and the VNB account from which the payments should be made. The Scheduled Date may be a current date, or on a future date (within one year) or may be set up as a recurring payment to be made on a specified regular basis; provided, however that Bill Payments will be processed only on a Business Day and any Scheduled Date that is not on a Business Day, or after any cutoff time (as established in the Services Rules) on a Business Day, will be processed on the following Business Day. Funds will be taken from your designated account on the Scheduled Date and you must have sufficient funds in your account on the Scheduled Date. If you do not have sufficient funds in your account on the Scheduled Date, we may, in our discretion, refuse to process your Bill Payment request or may process the Bill Payment request and assess any applicable overdraft or NSF fees to your account. As set forth in the Service Rules, there may be a maximum dollar amount for any individual Bill Payment as well as a maximum aggregate amount of Bill Payments that may be processed on any one day. We will attempt to notify you via Business Online if any Bill Payment you submitted via Business Online cannot be completed.

Bill Payments may be either electronically for Payees who are set up by our vendor to receive electronic payments or by paper checks mailed to the Payee. Bill Payments which can be delivered electronically are generally delivered to the Payee in three (3) Business Days of the Scheduled Date and paper checks are generally delivered to within six (6) Business Days of the Scheduled Date. In addition, posting time may depend on payee processing and, in the case of paper checks, upon mail time. For example, Bill Payments sent to certain payees, e.g. government agencies, may take longer to be delivered and/or processed. You should allow sufficient time for us to receive and process your Bill Payments so that the funds can be delivered to the Payee on or before the due date for such payment, not taking into account any grace period provided by the Payee and you assume all liability for late fees, finance charges and other actions taken by a Payee if payments are received late. In addition to the other limitations contained in this Agreement, you agree that we will not be liable in any way for damages you incur (a) if you do not have sufficient funds in your designated account to make the Bill Payment on the Scheduled Date, (b) if the estimated time to allow for delivery to the Payee is inaccurate, (c) if there are delays due to mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond our control.

You may cancel a Bill Payment in accordance with the Service Rules, which generally require that the Bill Payment be cancelled before an established time the date BEFORE the Scheduled Date. Once the Bill Payment has entered the processing phase, you CANNOT cancel or stop a bill payment. We will not be held liable for failing or refusing to process and effect a stop payment. If we are able to accept and process your request to stop payment of a paper check used to make a Bill Payment, you will be charged a stop payment fee in effect at that time.

7. Internal Transfers. You and your Authorized Person(s) may initiate "Internal Transfers" using Business Online of funds between the VNB accounts owned by you or your related entities as designated on an Implementation Form. Transfers between designated VNB accounts initiated on a Business Day before any established cutoff time will be reflected in the available balances for the affected accounts immediately, and Internal Transfers initiated after the cutoff time will be available generally by 9 a.m. the next Business Day. Internal Transfers scheduled for future date(s) or for recurring date(s) will be processed for available credit as of 9 a.m. on the Scheduled Date (or on the next Business Day if the Scheduled Date is not a Business Day) and will be available for Business Online transactions, ATM and debit card transactions or withdrawal and our bank offices at that time. Future dated or recurring Internal Transfers may be changed or cancelled before the established time on the business day before the scheduled date of the transfer as set forth in the Service Rules. Internal Transfers will not be processed, or may be reversed, if there are not sufficient funds available in the account to be debited on the scheduled transfer date.

8. Limitations on Payments and Transfers from Money Market Accounts; Deposit Holds. You understand that the Federal limitations on transfers/withdrawals applicable to money market accounts during each statement period will apply to and limit the number of payments and transfers that can be made from your money market account(s). You should refer to our money market account and savings account disclosures or call any office location for details of these limitations. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

9. Overdrafts. If your account has insufficient funds to perform all electronic funds transfers (automated teller machine or ATM withdrawals, preauthorized transactions, Business Online transfers or bill payments, etc.) that you have requested for a given Business Day, you understand that certain electronic funds transfers involving currency disbursement will have priority. You also understand that the electronic funds transfers initiated through Business Online may result in an overdraft of your account and may be canceled at our discretion. In addition, you will be charged the same insufficient funds and overdraft charges that normally apply to your account.

10. Electronic Stop Payments (excludes ACH items). Business Online offers you the ability to place Stop Payment orders against checks or other items (excluding ACH Entries and Bill Payments) drawn on your accounts with us via Business Online. You agree as follows:

a. **Instructions.** All stop payment instructions must comply with the Service Rules and must describe the item by MICR encoded serial number (e.g., check number) and the face amount of the item, and we must receive the instructions in sufficient time to allow us to act on the instructions prior to payment of the item in the normal course of business. Generally, stop payment instructions transmitted by using Business Online prior to any established cutoff time on a Business Day will be effective no later than the close of business that day, and any stop payment transmitted after a cutoff time or on a day that is not a Business Day will be effective no later than the close of business on the next Business Day.

b. **Bank Liability for Payment of Items.** If we pay an item after you have validly provided us with stop payment instructions because of our failure to exercise ordinary care or to act in good faith, our liability to you will not exceed the face amount of the

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item. You agree that we will not be deemed to have failed to exercise ordinary care if (1) you fail to comply with this Agreement or the Service Rules; (2) your description of the Item is inaccurate or incomplete; or (3) we do not receive the stop payment instructions in sufficient time to allow us to act on your instructions prior to payment of the item in the ordinary course of business.

c. *Duration of Stop Payment Instruction.* Electronic stop payment instructions are effective for a period of six (6) months from the date we receive the instructions. You may renew the instructions for an additional six (6)-month period by contacting us at the end of the initial six (6) month period. The provisions concerning stop payments in the Account Terms govern instructions regarding non-electronic stop payment requests.

11. Bank's Obligation; Availability of Service. We will transmit all appropriate financial data within our control that is necessary for you to use Business Online Services for the purposes for which it is designed, and will act on appropriate instructions received from you in connection with the Business Online Services. We make no representations or warranties regarding the accuracy of any information you receive while using the Business Online Services or otherwise accessing information about accounts, and we will not be liable if you receive inaccurate information, unless we have been grossly negligent or engaged in willful misconduct in making the information available. While you can generally use Business Online Services seven days a week, twenty-four hours a day, some or all of the Online Business Services may not be availability occasionally due to emergency or scheduled system maintenance. Your use of the Business Online Services is subject to the Disclaimer of Warranties, Indemnification and Limitation of Liability provisions contained in Section II.N of this Agreement.

B. Electronic Transfer Services: ACH Origination and Wire Transfers.

This Section applies to the transfer of funds to and from your VNB accounts to accounts to your account(s) at another financial institutions or to account(s) of third parties by utilizing the Automated Clearing House ("ACH") services ("ACH Services") and wire transfer services ("Wire Transfer Services") available through use of the Business Online Services or via any alternative method approved by us (an "Alternate Method") in the event Business Online Services become unavailable or the particular activity (e.g. request to cancel or reverse) is not available through Business Online Services; provided, however, this Section does not apply to wire transfers initiated by you at a VNB office or to Internal Transfers described in Section III.A. References to the request to transfer funds whether via ACH, wire transfer or other method described in this section will be described as "Payment Orders." In order to use the ACH Services, the Wire Transfer Services or other similar service to make transfers other than Internal Transfers (together, "Electronic Transfer Services"), you must execute appropriate Implementation Form(s) to obtain the Electronic Transfer Service(s) and to obtain Business Online Services. Your use of the Electronic Transfer Services is also subject to the other terms of this Agreement and any Service Rules, Association Rules and other Associated Agreements, as modified from time to time, applicable to Electronic Transfer Services and Business Online Services. Without limiting the generality of the foregoing, you understand that (i) Wire Transfer Services involve transmission of domestic wires via the Federal Reserve Bank's Fed Wire System and will be subject to Regulation J (12 CFR 210, et. seq.), subpart B, and transmission of wires involving a beneficiary bank located outside the United States via the SWIFT communication system and its applicable rules; (ii) all domestic ACH debit and credit transactions will be transmitted through the National Automated Clearing House Association (NACHA), Federal Reserve Banks, and ACHs in accordance with the respective Association Rules and you must comply with all applicable Association Rules; (iii) the terms of The Electronic Funds Transfer Act of 1978, Federal Reserve Regulation E, or other applicable laws and/or regulations govern ACH transactions or other Payment Orders to or from a consumer's account and (iv) we will comply with the sanctions, laws and regulations administered by the Office of Foreign Asset Control as they relate to processing Payment Orders, and you certify that all Payment Orders will be permissible transactions under such laws and regulations. We do not process international ACH transactions.

1. Payment Order Instructions. You authorize us to comply with any Payment Orders initiated through Business Online or Alternate Method by you or any Authorized Person. Payment Orders may or may not be accepted as described below. Payment Orders utilizing the ACH Services can be created and submitted to us through the ACH Send Money Template(s), ACH Collect Money Template(s) or submitted via ACH file upload through Business Online. You are responsible for obtaining any software or other products necessary to create an ACH file in the format required by the Association Rules or our Service Rules. In order to be effective on the settlement date identified for such Payment Order, we must receive the Payment Order within our established deadlines and will process Payment Orders only on a Business Day. All required information for a Payment Order must be completed fully and accurately. You and your Authorized Person(s) are responsible to make sure that the Payment Order has been properly submitted to us and that it has been submitted only one time since we do not identify duplicate Payment Orders, files or batches.

2. ACH Debits & Credits: Required Authorizations; Submission Deadlines; Prenotification and Record Retention. For Payment Orders originated via our ACH Services, you are the "Originator" of ACH, and we will act as the Originating Depository Financial Institution ("ODFI") under the Association Rules ACH Payment Orders instructing us to debit an account at another financial institution or a third party's VNB account (the owner of such account being referred to as a "Receiver") and credit your identified VNB account are referred to as "ACH Debits." ACH Payment Orders instructing us to credit an account of a Receiver and debit your identified VNB account are referred to as "ACH Credits." Federal and state Tax Payments are initiated as ACH Credits with the federal or state governmental entity as Receiver. Before initiation of an ACH Credit or ACH Debit entry (an "ACH Entry") to or from a Receiver who is a consumer, you must obtain an appropriate authorization from the Receiver as required under the Association Rules. Each ACH Entry shall be made pursuant to such authorization and no ACH Entry may be initiated by you after such authorization has been revoked or the arrangement between you and the Receiver has been terminated. You must retain appropriate evidence of signed or authenticated Receiver authorizations for two (2) years following termination or revocation of the authorization and must retain reproducible, legible copies of other source documents related to ACH Entries for a period of two (2) years. You must furnish a copy of such authorizations to us immediately upon request. Unless we agree otherwise, all ACH Entries must be submitted to us at least two (2) full Business Days prior to the effective settlement date for such ACH Entries. Unless we agree otherwise, you must deliver us a "Prenotification" in a format prescribed by the Association Rules for transmission to the institution at which the Receiver's account is held (a "RDFI") at least six Business Days prior to the effective settlement date/prior to transmitting the first live ACH Entry to the Receiver's account or otherwise within the time limits set forth in the Association Rules. A "Prenotification" is a non-dollar entry to alert the RDFI that a live-dollar transaction will be forthcoming and that verification of the Receiver's account number is required. "If you receive notice that such Prenotification has been

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rejected by the RDFI within the prescribed period of time, you will not initiate any ACH Entries for that Receiver until the cause for rejection has been corrected or another Prenotification has been submitted to, and accepted by, the RDFI in accordance with the ACH Rules. You make to us each of the representations and warranties of an Originator and Receiver under the Association Rules, as applicable, and you give us each warranty that any Association Rules require us to make to any other party involved in a transaction. You warrant that you have complied with all applicable regulatory and legal requirements and you agree that you are solely responsible for such compliance.

3. Forms of Payment Orders. Payment Orders can be initiated by you or any Authorized Person on a free form, one time basis or can be set up by you or any Authorized Person(s) as a either (i) a "Standing/Recurring Payment Order", meaning an instruction for us to initiate a Payment Order to a specific Receiver's or beneficiary's account a RDFI or beneficiary bank for an established dollar amount on pre-established recurring date(s) or (ii) a "Repetitive/Template Payment Order", meaning an instruction for us to initiate a Payment Order to a specific Receiver's or beneficiary's account at a RDFI or beneficiary bank with the dollar amount and scheduled payment date to be completed by an Authorized Person prior to the Payment Order being submitted to us. You authorize us to execute any Standing/Recurring Payment Orders automatically on the recurring date(s) unless and until you or any Authorized Person cancels the Payment Order via Business Online or an Alternate Method. We will execute a Repetitive/Template Payment Order only after you or an Authorized Person has completed the dollar amount and settlement date and submit the completed Payment Order to us.

4. Execution of Payment Orders; On-Us Entries; Name/Identifying Number Inconsistencies. The order in which Payment Orders are taken or executed is determined solely by us. Payment Orders may be transmitted or executed in any manner or means we deem appropriate. Banks involved in the processing of any Payment Order, including VNB, may rely on the identifying number (i.e. transit routing and/or account number) of the beneficiary or Receiver, intermediary banks, and beneficiary bank or RDFI as instructed in the Payment Order, even if the number identifies a different person from the named Receiver beneficiary, intermediary bank, beneficiary's bank or RDFI. You assume full responsibility for any inconsistency between the name and the identifying number of any party.

5. Cancellations or Reversals of Payment Orders. You have no right to cancel or reverse a Payment Order after it is submitted. We will, however, use reasonable efforts to act on a request from you or any Authorized Person to cancel or reverse a Payment Order pursuant to applicable Association Rules; provided, however, that we will not be liable for interest or losses if such cancellation or reversal is not effected. Any request for cancellation or reversal must be initiated by you or an Authorized Person by calling us at 434-817-8621. You will reimburse us for any expenses, losses, or damages we may incur in effecting or attempting to effect your request to cancel or reverse a Payment Order.

6. Rejection or Return of Payment Orders. We may reject a Payment Order for any reason. We may also, at our election, reject or hold a Payment Order if the Settlement Account does not have sufficient funds to satisfy the transaction amount. We may notify you or any Authorized Person of such rejection (either electronically, in writing, by telephone, or other method) no later than the end of the Business Day after the effective entry/settlement date of the Payment Order. We will not be required to pay you interest on a rejected Payment Order or otherwise be liable to you for our rejection of any Payment Order, for your failure to receive a notice of such rejection, or our failure to give notice at an earlier time. We will notify you or any Authorized Person (either electronically, in writing, by telephone, or other method) upon receipt of a Payment Order which is returned by the RDFI or beneficiary bank no later than one (1) Business Day after our receipt of the returned Payment Order. We will have no obligation to re-execute a returned Payment Order.

7. Discrepancies/Errors. We will not be liable for failure to detect errors in the beneficiary or amount of payment orders, or duplicate payment orders. In addition,

a. *For ACH Discrepancies/Errors,* you have five (5) Business Days after the transaction settlement date to notify us that any ACH Entry is made in error. This is in addition to the general notification requirements regarding discrepancies and errors. Once we have been notified of an error, we may, but are not obligated to, initiate a reversal entry on your behalf in accordance with the Association Rules. We do not guarantee that the funds transferred by the entry in question will be returned to you.

b. *Wire Discrepancies or Errors* will be handled in accordance with the requirements of Title 8.4A of the Code of Virginia (Code of Virginia Section 8.4-101, et. seq.).

8. Settlement. When you initiate a Payment Order, you must identify the VNB account(s) which will be used to settle for such Payment Order ("Settlement Account"). You authorize us to debit and credit the Settlement Account(s) in conjunction with those transactions (including but not limited to returned, rejected or erroneous payment orders). You agree to maintain sufficient balances in the Settlement Account(s) to cover the amount of each day's Payment Orders, and you agree not to submit Wire Transfer or ACH Credits in excess of the available balances in the Settlement Account(s).

9. Maintenance of Balances for ACH. If you select the ACH service, we may require at any time that you maintain available balances in your Settlement Account in an amount determined by us prior to an "on-settlement day" as that term is defined in the Association Rules. We may offset or debit the Settlement Account at any time for any amounts owed to us, whether ACH service related or otherwise. If ACH Services are terminated, you agree to maintain the Settlement Account with balances equal to the last sixty (60) days average origination for a period of sixty (60) Business Days after ACH Services are terminated. We will debit the applicable Settlement Account for all ACH Credit Entries initiated by you and processed by us, for any uncompleted ACH Debit entries and for any adjustments related to ACH Debit Entries processed. We will credit the applicable Settlement Account for all ACH Debit Entries initiated by you and processed by us, for any uncompleted ACH Credit Entries and for any adjust related to ACH Credit Entries previously processed.

10. Orders to a Beneficiary Bank outside of the United States. Payment Orders Transfers made to a bank in a foreign country in U.S. Dollars will be made via Wire Transfer using the SWIFT communication system. Payment Orders to a foreign bank in foreign currency will be made through a correspondent bank. If the Payment Order is requested to be made in a foreign currency,

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or if the transfer can only be accomplished in the foreign currency for that beneficiary bank, we will debit your account for the U.S. Dollar equivalent at the available selling rate for that currency at the time we process the Payment Order.

11. ACH Files; Problems with ACH Input. All ACH Entries uploaded to Business Online must be in the format required under the Association Rules and must be submitted via Business Online as provided under any Service Rules. You must obtain any software and/or services necessary for you to create files in the required format. You must provide a replacement file one day prior to the settlement date if you are notified that your file of ACH Entries cannot be read or processed. If you are unable to provide a file in a timely manner, we will advise you of other options available, if any. If continued processing problems due to high error or rejection rate or other reasons are experienced, we may terminate ACH Service immediately or work with you to correct the problems. We will debit or credit the applicable Settlement Account for any returned or rejected entries. Our responsibilities in connection with the returned or rejected entries from a RDFI or ACH association are detailed in the Association Rules and applicable law.

12. ACH Entries Provisional. All entries credited or debited to your account are provisional until the RDFI has received final settlement through a Federal Reserve Bank or has otherwise received payment as provided for in Article 4A of the Virginia Uniform Commercial Code. If no payment is received by RDFI for the entry, the RDFI is entitled to a refund in the amount of the entry to the receiver's account and you will not be considered to have paid that amount to the receiver. NACHA rules do not require the RDFI to provide the receiver with notice that the RDFI has received the entry unless the RDFI has agreed to do so.

13. Credit Review related to ACH Services; Pre-Funding; Transfer Limit. Use of ACH Services will be conditioned on your satisfactory credit review based on our criteria prior to initiating any ACH Entries and from time to time thereafter, or, in the case of ACH Credits only, may be conditioned upon "Pre-Funding", meaning you must have collected funds in your Settlement Account prior to your submitting ACH Credit Entries to the Bank. You will, upon our request, provide us with such credit and other information and assistance as we may request to perform a credit review. If you fail to provide any requested information or if we determine that you do not, in our sole discretion, meet our standards or criteria for participation or continued participation in ACH Services, we may terminate ACH Services immediately upon notice to you or, in our discretion, allow you to originate ACH Credit files only conditioned upon Pre-Funding. For ACH Credits which require Pre-Funding, we will debit the Settlement Account on the day ACH Credit Entries are submitted to us, which must be at least one Business Day prior to the settlement date. You may not meet a Pre-Funding requirement by submitting a "balanced" file (i.e. a NACHA formatted file with an offsetting debit entry), and we will process only unbalanced files if Pre-Funding is required. We are under no obligation to contact you or to execute any ACH Credits if the Settlement Account does not have sufficient available funds to meet the Pre-Funding requirement, even if we have processed ACH Entries in the past without having sufficient funds. We will establish a file dollar limit for the aggregate amount and type (i.e. ACH Debit or ACH Credit) of all ACH Entries that will be processed by us for settlement on a given day or number of days on your Implementation Form, and we may review and amend the dollar limit from time to time thereafter. We may, in our sole discretion, refuse to process and execute ACH Entries in excess of such limits.

14. Security Procedures. You agree that the security procedures established via Business Online are commercially reasonable. You further agree that your Administrator, and each User with Administrator Authority is responsible for establishing the parameters and limits for User(s), including requiring secondary authorization or verification of Payment Orders as you deem appropriate or necessary. You agree that such security procedures are used to verify the authenticity of Payment Orders on your behalf and are not designed to detect an error in the transmission or content of an ACH Entry or other Payment Order. You further acknowledge that no security procedure for the detection or errors has been agreed upon by you and VNB, and that VNB will not undertake any efforts to detect errors. Any ACH Entry or other Payment initiated using Business Online by you or Authorized Person(s) will be binding on you. You will establish and maintain any addition security procedures you deem appropriate or necessary to safeguard against unauthorized transmissions of Payment Orders.

15. Termination or Suspension, Right to Audit. You agree that the Bank may terminate or suspend this Agreement, or any ACH Services, in the event you breach any provision of the NACHA Rules, this Agreement or any Associated Agreements. You further agree that the Bank has the right to audit your compliance with the NACHA Rules, this Agreement and any Associated Agreements.

C. Zero Balance Account ("ZBA") Service

The ZBA Service includes linking one or more business checking accounts ("Subsidiary Accounts") with us to another business checking account with us (the "Master Account"), and transferring funds between each Subsidiary Account and the Master Account. We will transfer funds daily into or out of each Subsidiary Account in the dollar amount necessary to establish a zero balance or other target amount specified by you (the "Target Balance"). The transfer amount will be based upon the Subsidiary Account's ending collected balance at the end of each Business Day.

Each day that checks, items or other debits (the "Debits") are presented for payment or charged on each Subsidiary Account, we will transfer sufficient funds from the Master Account to such Subsidiary Account to cover the difference (the "Net Debit") by which the Debits for that Subsidiary Account exceed the amount of any deposits or other credits ("Credits") in that Subsidiary Account for that day, provided sufficient funds exist in the Master Account to cover the Net Debit so that the balance in that Subsidiary Account is the Target Balance. At the end of each banking day, if the amount of all Credits for any Subsidiary Account exceeds the amount of all Debits for that Subsidiary Account, we will transfer any positive collected balance in excess of the Target Balance for that Subsidiary Account into the Master Account. If there are not sufficient funds in the Master Account to cover all Net Debits to Subsidiary Accounts and the Master Account, an overdraft will occur on the Master Account and/or the Subsidiary Account(s). Unless collected funds to cover the deficiency are received by 11:00 A.M. Eastern time we may, in our sole discretion, return checks or other items presented on the Master Account and/or any Subsidiary Account or extend the overdraft, all subject to our regular overdraft and returned check fees.

You represent that Master Account and all Subsidiary Accounts are owned by, or under common control with, one common legal entity, and that the funds in each Subsidiary Account and the Master Account are free to be commingled with funds from all other

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Subsidiary Accounts and/or the Master Account. You understand and agree that the ZBA Service does not involve tracking or tracing of funds deposited into and drawn against any individual Subsidiary Account to determine whether the amount of ongoing or aggregate Debits from any Subsidiary Account exceeds the ongoing or aggregate Credits to that Subsidiary Account. You further understand that Debits authorized by any Authorized Person of any Subsidiary Account may be paid from the Master Account, whether the available funds in the Master Account originated from that Subsidiary Account or from other Subsidiary Account(s). **You agree to indemnify and hold us harmless from and against all losses, costs, damages, and expenses (including attorneys' fees) incurred by us which arise out of or are related to, whether directly or indirectly, the commingling of these account funds, and we shall have no obligation whatsoever to resolve such situation.**

SPECIAL FDIC DISCLOSURES RELATED TO ZBA ACCOUNTS

Use of the ZBA Service could result in a reduction in FDIC insurance coverage if any Subsidiary Accounts are owned by a person or entity different than the owner of the Master Account. In the event of a Bank failure, the FDIC will determine the total insurance available for each depositor based on the end of day balances AFTER funds have been transferred under the ZBA Service (and any other applicable service). The owner(s) of the Subsidiary Account(s) will have the target balance of the Subsidiary Account as a deposit but will not receive credit for any funds transferred to the Master Account that is owned by a different entity. The end of day balances of the Master Account, after taking into consideration the ZBA service and any other service(s), will be a deposit of the entity owning the Master Account.

If you have enrolled the Master Account in other sweep services, such as Repurchase Agreement Sweep and/or Credit Line Sweep, please refer to the disclosure regarding those service(s) for additional information regarding how the FDIC will determine the status of funds swept from the Master Account.

D. Positive Pay and Reconciliation Services.

This section explains the additional terms and conditions under which we provide our Positive Pay (including ACH Positive Pay), Account Reconciliation and Deposit Reconciliation services, which are also subject to the other terms of this Agreement and any Associated Agreement, as may be modified from time to time. The terms and conditions of Business Online will also apply to Positive Pay Services as well as to Account Reconciliation or Deposit Reconciliation Services ("Recon Services") where you have elect to receive reports or information related to Recon Services through Business Online.

1. Positive Pay Service. The Positive Pay Service is a service designed to help prevent fraud and alteration of checks and other items ("Items"). In order to use the Positive Pay service, you must prepare Items in accordance with our requirements as stated in the applicable Service Rules, which require the Items be magnetically encoded to include correct routing transit, account and check numbers. You must provide us with information regarding all Items issued by you against your enrolled account(s) with us, including Item number, issue date and amount (the "Item Issue Information"), which we will then compare against Items that we receive for payment against your accounts.

a. *Item Issue Information Requirements.* You must provide Item Issue Information to us before any Items is mailed or delivered to the payee. Item Issue Information should be transmitted via Business Online, either by transmitting a file in an approved format or but inputting such information individually for each Item issued, or by Alternative Method, by the information deadline (the "Information Deadline") each Business Day, all as in accordance with the applicable Services Rules. If we accept Item Issue Information after the Information Deadline, that does not obligate us to accept late Item Issue Information in the future. You are required to check the system status reports for any rejected items in the issue file(s) and report such exceptions to us.

b. *Bank Review of Item Issue Information.* We will review all Items presented to us for payment against all Item Issue Information that is in our files as of the Information Deadline on the previous Business Day. You agree that if the Item number and amount on an Item conform to the Item Issue Information, then we may consider that Item validly issued and authorized, and we may pay the Item without contacting you. You agree that if we act in accordance with this Agreement in paying Items, we will be deemed to have exercised ordinary care.

c. *Exception Items.* If we find that an Item (an "Exception Item") is inconsistent with the Item Issue Information you provide to us, we will identify Exception Items in the Positive Pay module within Business Online on or before the notification time (the "Notification Time") as set forth in the Service Rules. It is your responsibility to review Exception Items in Business Online daily and instruct us before the decision deadline (the "Decision Deadline") as set forth in the Service Rules to pay or return the Exception Items by notifying us of your decision using the Business Online Positive Pay Decision screen. If you fail to provide instructions by the Decision Deadline, we will pay all the Exception Items. Notwithstanding the previous language, if an Exception Item is presented to a teller at one of our offices for cashing, we will NOT cash the Exception item.

d. *Late Instructions.* If you miss the Decision Deadline but belatedly provide Instructions to stop payment on certain Exception Items, we may elect to attempt to return the Items unpaid; however, the presenting bank may not be obligated to honor the return. We may delay crediting your account for the returned Item until we have determined that the presenting bank has honored the return. If the presenting bank fails to honor the return, you must immediately reimburse us for the amount of the Item, if we have credited it to your account, and you agree to indemnify us and hold us harmless from any costs, suits, expenses, liabilities, damages and attorney's fees related to return of the Item.

e. *Excessive Exception Items.* If we determine that there appear to be an excessive number of Exception Items on a particular Business Day, possibly indicating inaccurate or missing Item Issue Information, we may contact you so that we can jointly determine how you can provide us with instructions to pay or return the Exception Items, and we will be entitled to rely on your instructions without further review of the Items. If you fail to instruct us to return the Exception Items, however, we will pay all the Exception Items.

Business Online and Treasury Management Services Agreement

2. ACH Positive Pay Service. The ACH Positive Pay Service allows you to block or limit ACH Debit transactions against your account(s) based on parameters you set. You will be required to check reports on Business Online for ACH Debit transactions that are identified as exceptions based on your parameters.

a. *Establishing ACH Debit Parameter Requirements.* You must establish parameters for blocking and/or authorizing ACH Debit transactions within ACH Positive Pay. Once parameters are established, your Administrator and any User with Positive Pay Exception Authority may make changes to such parameters within ACH Positive Pay module within Business Online. You may, for each account enrolled in this Service elect to (a) block all ACH Debits, (b) block certain types of ACH Debits based on originator, SEC codes and/or dollar amounts, and/ or (c) authorize us to automatically accept certain types of ACH Debit transactions ("Authorized ACH Debits") based on originator, SEC codes and/or dollar amounts.

b. *Bank Review of ACH Debits.* We will review all ACH Debits presented against your account(s) against the parameters you have established for blocking ACH Debits ("Blocked ACH Debits") and for Authorized ACH Debits. You agree that if any ACH Debit conforms to parameters established for an Authorized ACH Debit or fails to meet any parameters you have established for Blocked ACH Debits, we may pay the ACH Debit without contacting you.

c. *Exception ACH Debits.* If we find that one or more ACH Debits ("Exception ACH Debits") do not meet the parameters for any Authorized ACH Debit or is within the parameters set by you for any Blocked ACH Debits, we will identify Exception ACH Debits on an exception report in the ACH Positive Pay module within Business Online on or before the notification time (the "ACH Debit Notification Time") as set forth in the Service Rules applicable to the ACH Positive Pay service. It is your responsibility to review Exception ACH Debits in Business Online daily and instruct us before the decision deadline (the "ACH Decision Deadline") as set forth in the Service Rules to pay or return the Exception ACH Debit by notifying us of your decision using the Business Online ACH Positive Pay Decision screen. If you fail to provide instructions by the ACH Decision Deadline, we will return the Exception ACH Debit.

d. *Late Instructions.* If you miss the ACH Decision Deadline but belatedly provide Instructions to stop payment on certain Exception ACH Debits, we may elect to attempt to return the ACH Debits unpaid; however, the presenting bank may not be obligated to honor the return. We may delay crediting your account for the returned ACH Debit until we have determined that the presenting bank has honored the return.

f. *Reimbursement; Indemnification.* If the presenting bank fails to honor the return or if the presenting bank provides evidence that you authorized an ACH Debit that was returned, you must immediately reimburse us for the amount of the ACH Debit, if we have credited it to your account, and you agree to indemnify us and hold us harmless from any costs, suits, expenses, liabilities, damages and attorney's fees related to return of the ACH Debit.

3. Account Reconciliation Service Under the Account Reconciliation Service, we will provide you with information containing all cleared Items, as defined above, on your enrolled account(s) with us which you can use to match and reconcile against the Items issued by you. In order to use the Account Reconciliation Service, you must prepare items in accordance with our requirements as stated in the applicable Service Rules, which require the Items be magnetically encoded to include correct routing transit, account and check numbers. Information regarding cleared Items may be transmitted to you via file on Business Online or as a password protect file sent via External Email, or paper reports can be mailed to you. Information will be provided monthly unless otherwise agreed. We will use our best efforts to maintain the confidentiality, integrity and security of any transmitted or emailed data, but we will only be responsible for damages resulting from our gross negligence or willful misconduct, all subject to the limitations contained in Section II of this Agreement.

4. Deposit Reconciliation Service. Under the Deposit Reconciliation Service, we will provide you with unique deposit tickets for each business location or division you identify to assist you in tracking deposits made into each of your enrolled account(s) with us without the necessity of maintaining separate deposit accounts. If you fail to use the unique deposit tickets for each location, we will not be able to provide you with accurate information for each separate location. Information regarding cleared Items may be transmitted to you via file on Business Online or as a password protected file sent via External Email, or paper reports can be mailed to you. Information will be provided monthly unless otherwise agreed. We will use our best efforts to maintain the confidentiality, integrity and security of any transmitted or emailed data, but we will only be responsible for damages resulting from our gross negligence or willful misconduct, all subject to the limitations contained in Section II of this Agreement.

D. Remote Deposit Capture and Lockbox Services.

We also offer remote deposit captures services, known as Deposit Online, and lockbox services. These services are governed by separate agreements. Please contact our Treasury Management Department, at 434-817-8544, for more information.

Business Online

Schedule of Business Online Packages and Pricing

	Business Online Access	Business Online Advantage	Business Online Premium
Monthly Base Package Services:			
Current intraday info (real time)	✓	✓	✓
Cleared check and deposit images	✓	✓	✓
Customizable reports	✓	✓	✓
Deposit accounts included in package	4	4	4
Online stop payments	✓	✓	✓
Account transfers within VNB	✓	✓	✓
eStatements	✓	✓	✓
Business bill payment (upon request)*	✓	✓	✓
WebConnect to Quicken®, Quickbooks® and Money®	✓	✓	✓
Customizable user and account alerts	✓	✓	✓
Multiple users with permissions & limits	✓	✓	✓
Loan reporting		✓	✓
Online loan advances/paydowns		✓	✓
ACH and tax payment origination			✓
Wire transfer origination			✓
Premium report downloads			✓
Monthly Base Fee	\$5	\$15	\$25
Miscellaneous Additional Charges:			
Free monthly items included in package	250	500	500
Per item for items over the allowance	\$.05	\$.05	\$.05
Per additional account > 4	\$5	\$5	\$5
Bill payment per item originated	\$.20	\$.20	\$.20
Incoming wire transfer detail items	\$.50	\$.50	\$.50
Additional Services Available:			
Deposit Online	✓	✓	✓
ACH detail reports	✓	✓	✓
ACH and tax payment origination	✓		✓
Premium and Sweep balance reporting		✓	✓
Positive Pay fraud protection		✓	✓
Account reconciliation		✓	✓
Deposit reconciliation		✓	✓
ACH file upload			✓
ACH rejects/returns reports			✓

*Business Online bill payment with e-Bill Presentment is available upon request at no additional monthly charge. Per item charges will apply. At least one bill payment must be initiated every ninety days or the feature is automatically turned off.

Effective September 1, 2009

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