

CONVERSION GUIDE

**Burke
& Herbert
Bank**



Burke & Herbert Bank

To Our Valued Clients:

We're delighted to share that on November 11, 2024, Summit Community Bank (SCB) will have completed its merger with Burke & Herbert Bank. We welcome you to our expanded banking family; it's an honor to have you as part of our community, and we're dedicated to ensuring your satisfaction as we embark on this exciting new chapter.

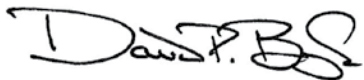
Burke & Herbert Bank has been dedicated to providing exceptional service for more than 170 years and together we share a rich and storied history along with a promise to serve our communities and keep our clients' financial needs at the heart of everything we do. Our goal is to provide more than just banking services—we strive to offer a banking experience that exceeds your expectations. We're here to care for your unique needs, provide expert guidance, and always be there for you. As we move forward, we want to express our heartfelt gratitude for your continued trust as your banking partner.

Our top priority is to ensure a seamless transition and make sure the same familiar faces are there to help provide you with superior, community-focused banking. With this merger, you'll now have the convenience of completing your banking transactions at any of Burke & Herbert Bank's more than 75 locations across Virginia, West Virginia, Maryland, Delaware, and Kentucky. You will continue to enjoy great banking services like Digital (Online and Mobile) Banking, and our ATM/ITM network, while also taking advantage of Burke & Herbert Bank's suite of excellent banking products, investment services, and so much more.

We understand that change can bring questions or uncertainties, but rest assured, our team is here to guide you every step of the way. This Conversion Guide provides you with an overview of the conversion process along with detailed information about any changes to your accounts, online banking, debit cards, and of course, branch locations. Use this book as a convenient guide to assist you throughout the conversion process. If you have additional questions, concerns, or simply want to learn more about what this merger means for you, our dedicated team of professionals is here to assist you with anything you may need.

On behalf of the entire Burke & Herbert Bank team, we thank you for your loyalty and for placing your trust in us each and every day. We look forward to continuing to serve you for many years to come!

Sincerely,



David Boyle
CEO, Burke & Herbert Bank



H. Charles Maddy
President, Burke & Herbert Bank



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WE'RE HERE FOR YOU.

BURKE & HERBERT BANK

Burke & Herbert Financial Services Corp. is the financial holding company for Burke & Herbert Bank & Trust Company. Burke & Herbert Bank & Trust Company is the oldest continuously operating bank under its original name headquartered in the greater Washington, D.C. metropolitan area.

With over 75 branches across Delaware, Kentucky, Maryland, Virginia, and West Virginia, Burke & Herbert Bank & Trust Company offers a full range of business and personal financial solutions designed to meet our customers' needs and goals.



CONTACT US

It is our privilege to serve you. Should you have any questions, our dedicated Client Care Center is happy to serve you. You may reach a Client Care Representative:

Monday - Friday: 8:00 am - 6:00 pm Saturday: 8:00 am - 2:00 pm



1-855-571-5824



info@burkeandherbertbank.com



PO Box 268
Alexandria, VA 22313

Routing Number:
056001066

Lost or Stolen Credit Cards:
1-800-883-0131

Lost or Stolen Debit Cards:
1-888-297-3416

Burke & Herbert Bank is a Member FDIC and Equal Housing Lender.



CONVERSION INFORMATION

At the close of business on Friday, November 8, 2024, Summit Community Bank will transition its operations to Burke & Herbert Bank. Following this conversion, you will gain access to Burke & Herbert Bank's expanded network of branches, ATMs and a wider range of products and services. As a larger, yet still locally-focused financial institution, we are excited to better serve both your current and future financial needs.

This booklet contains crucial details regarding changes to your accounts, branch locations, and the conversion process. The information provided is accurate as of August 30, 2024. Please take the time to review this information carefully and keep it for your records. Unless otherwise noted, the details enclosed apply to both personal and business accounts.

The conversion from Summit Community Bank to Burke & Herbert Bank will take place over the weekend of November 8th - 11th. We are dedicated to making this process as smooth as possible for you. Please take note of the following important dates when planning your financial activities.

CONVERSION TIMELINE

FRIDAY, NOVEMBER 8TH

- All Summit Community Bank branches will close at the regularly scheduled time.
- Online and app banking access through Summit Community Bank will no longer be available after 9:00 PM.
- Please see the Digital Banking section on page 17 for additional details.

SATURDAY, NOVEMBER 9TH

- All Summit Community Bank branches will be closed for conversion.
- You may continue to use your Summit Community Bank debit card until Monday, November 11th, 8:00 AM.

MONDAY, NOVEMBER 11TH

- You can activate and begin using your new Burke & Herbert Bank debit card after 8:00 AM.
- Burke & Herbert Bank's Digital Banking (including Commercial & Treasury access) and app become available after 8:00 AM.
- All converted Summit Community Bank branches open at their regularly scheduled time as Burke & Herbert Bank. November 11th is a holiday (the bank is normally closed) but for your convenience, former Summit Community Bank branches will be open to help with your Digital Banking and card needs. This will be a non-banking business day.

BRANCH LOCATIONS

Virginia

LOCATION	PHONE NUMBER	LOBBY HOURS	DRIVE THRU
ANNANDALE 4235 Annandale Rd Annandale, VA 22003	703-519-1627	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
BURKE 9516 Old Keene Mill Rd Burke, VA 22015	703-519-1632	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
CARLYLE 1775 Jamieson Ave Alexandria, VA 22314	703-684-1643	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
CATOCTIN CIRCLE 204 Catoctin Circle, SE Leesburg, VA 20175	703-777-6556	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm
CENTREVILLE 14122 Lee Hwy Centreville, VA 20120	703-837-3768	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
CHRISTIANSBURG 100 Akers Farm Rd Christiansburg, VA 24073	540-260-3040	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm
CHURCHVILLE 23 Scenic Hwy, #102 Churchville, VA 24421	540-337-6161	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm
CLARENDON 3020 Clarendon Blvd Arlington, VA 22201	703-837-3785	Monday-Friday: 9:00 am - 5:00 pm	
COOPER ROAD 8738 Cooper Rd Alexandria, VA 22309	703-684-1653	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
FAIRLINGTON 1705 Fern St Alexandria, VA 22314	703-684-1641	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
FALLS CHURCH 225 W Broad St Falls Church, VA 22046	703-519-1634	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
FORT CHISWELL 148 Ivanhoe Rd Max Meadows, VA 24360	276-637-3100	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm
FRANCONIA 5519 Franconia Rd Alexandria, VA 22310	703-519-1620	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm

FREDERICKSBURG 2521 Cowan Blvd Fredericksburg, VA 22401	540-684-6230	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm
HOT SPRINGS 9406 Sam Snead Hwy Hot Springs, VA 24445	540-839-3525	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm
JUBAL EARLY 100 W Jubal Early Dr. Winchester, VA 22601	540-678-0300	Monday-Thursday: 9:00 am - 5:00 pm Friday: 9:00 am - 6:00 pm Saturday: 9:00 am - 12:00 pm	Monday-Thursday: 9:00 am - 5:00 pm Friday: 9:00 am - 6:00 pm Saturday: 9:00 am - 12:00 pm
KINGSTOWNE 6210 Interparcel Rd Alexandria, VA 22315	703-519-1637	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
MAIN OFFICE 100 S Fairfax St Alexandria, VA 22314	703-837-3747	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	
MCLEAN 6705 Whittier Ave McLean, VA 22101	703-837-3830	Monday-Friday: 9:00 am - 5:00 pm	
MONROE AVENUE 306 E Monroe Ave Alexandria, VA 22301	703-684-1642	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
MONTEREY 195 W Main Street Monterey, VA 24465	540-468-2020	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm
NORTH CHESTERFIELD 2065 Huguenot Rd North Chesterfield, VA 23235	804-545-8480	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	
PHAIR WAY 9757 Phair Way 2nd Floor Manassas, VA 20110	571-621-6215	Monday-Friday: 9:00 am - 5:00 pm	
REID'S PROSPECT 4605 Daisy Reid Ave Woodbridge, VA 22192	703-837-3751	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
RESTON 12030 Sunrise Valley Drive, Suite 170 Reston, VA, 20191	703-391-8084	Monday-Friday: 9:00 am - 5:00 pm	
SHERWOOD HALL LANE 2604 Sherwood Hall Ln Alexandria, VA 22306	703-684-1654	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	
SKYLINE 5705 Seminary Rd Falls Church, VA 22041	703-684-1659	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	
SMOKETOWN 14008 Smoketown Rd Woodbridge, VA 22192	703-518-8375	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm

SOUTH MAIN 224 South Main Street Harrisonburg, VA 22801	540-442-6776	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm
SPRINGFIELD 6200 Backlick Rd Springfield, VA 22150	703-518-8366	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
SPRUCE STREET 108 Spruce St Bluefield, VA 24605	276-326-2606	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm
STONE SPRING 1925 Stone Spring Rd Suite 200 Rockingham, VA 22801	540-437-0500	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm	
TELEGRAPH 5733 Telegraph Rd Alexandria, VA 22003	703-684-1648	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
VIENNA 332 Maple Ave E Vienna, VA 22180	703-837-3737	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
VILLAGE CENTER 251 West Lee Highway Suite 730 Warrenton, VA 20186	540-347-7779	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm
WEIR PLACE 9103 Centreville Rd Manassas, VA 20110	703-365-0864	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 1:00 pm
WYTHEVILLE 200 Pepper's Ferry Road Wytheville, VA 24382	276-223-1115	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm

75+ BANKING LOCATIONS!

Visit burkeandherbertbank.com for more information on our expanded branch network and service availability.



BRANCH LOCATIONS

West Virginia

LOCATION	PHONE NUMBER	LOBBY HOURS	DRIVE THRU
5th AVENUE 2218 5th Avenue Huntington, WV 25703	681-684-2150	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm
CENTRAL AVENUE 660 Central Avenue Barboursville, WV 25504	304-963-4210	Monday-Friday: 9:00 am - 4:00 pm	Monday-Friday: 9:00 am - 4:00 pm
CENTRAL DRIVE UP 6399 Route 60 Barboursville, WV 25504	304-963-4210		Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm
CHARLES TOWN 88 Somerset Boulevard Charles Town, WV 25414	304-724-5156	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm
COLLEGE AVENUE 2020 College Avenue Bluefield, WV 24701	304-327-5660	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm
EDWIN MILLER 231 Aikens Center Martinsburg, WV 25404	304-260-0811	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm
FEDERAL STREET 525 Federal Street Bluefield, WV 24701	304-324-3232	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm
FOXCROFT 651 Foxcroft Avenue Martinsburg, WV 25401	304-267-1200	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm
FRANKLIN 564 North Main Street Franklin, WV 26807	304-358-2388	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm
HARPER ROAD 1826 Harper Road Beckley, WV 25801	304-255-4560	Monday-Thursday: 9:00 am - 5:00 pm Friday: 9:00 am - 6:00 pm	Monday-Thursday: 9:00 am - 5:00 pm Friday: 9:00 am - 6:00 pm Saturday: 9:00 am - 12:00 pm
HINTON 321 Temple Street Hinton, WV 25951	304-466-2311	Monday-Thursday: 9:00 am - 4:00 pm Friday: 9:00 am - 5:00 pm	Monday-Thursday: 8:00 am - 5:00 pm Friday: 8:00 am - 6:00 pm Saturday: 9:00 am - 12:00 pm
INWOOD 5091 Gerrardstown Road Inwood, WV 25428	304-262-5784	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am - 12:00 pm
MACARTHUR 123 Bethel Rd Beckley, WV 25801	304-255-5340	Monday-Thursday: 9:00 am - 4:00 pm Friday: 9:00 am - 5:00 pm	Monday-Thursday: 8:30 am - 5:00 pm Friday: 8:30 am - 6:00 pm Saturday: 8:30 am - 12:00 PM

MATHIAS 59 Upper Cove Rd Mathias, WV 26812	304-897-5997	Monday-Friday: 8:30 am - 4:30 pm Saturday: 9:00 am - 12:00 pm	Monday-Friday: 8:30 am - 4:30 pm Saturday: 9:00 am - 12:00 pm
MOOREFIELD 300 North Main St Moorefield, WV 26836	304-530-1000	Monday-Thursday: 9:00 am - 5:00 pm Friday: 9:00 am - 6:00 pm Saturday: 8:00 am -12:00 pm	Monday-Thursday: 8:00 am - 5:00 pm Friday: 8:00 am - 6:00 pm Saturday: 8:00 am -12:00 pm
MORGANTOWN 176 Courtyard St Morgantown, WV 26501	304-581-6500	Monday-Thursday: 9:00 am - 5:00 pm Friday: 9:00 am - 6:00 pm	
MULLENS 200 First St Mullens, WV 25882	304-294-7115	Monday-Thursday: 9:00 am - 4:00 pm Friday: 9:00 am - 5:00 pm	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm Saturday: 8:30 am - 12:00 pm
OCEANA 1049 Cook Parkway Oceana, WV 24870	304-682-6221	Monday-Thursday: 9:00 am - 4:00 pm Friday: 9:00 am - 5:00 pm	Monday-Thursday: 8:00 am - 5:00 pm Friday: 8:00 am - 6:00 pm Saturday: 9:00 am - 12:00 pm
PENNSBORO 4377 Lamberton Rd Pennsboro, WV 26415	304-659-2973	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm Saturday: 8:30 am - 12:00 pm	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm Saturday: 8:30 am - 12:00 pm
PETERSBURG 90 S Grove St Petersburg, WV 26847	304-257-1244	Monday-Thursday: 9:00 am - 5:00 pm Friday: 9:00 am - 6:00 pm Saturday: 8:00 am - 12:00 pm	Monday-Thursday: 8:00 am - 5:00 pm Friday: 8:00 am - 6:00 pm Saturday: 8:00 am - 12:00 pm
PINEVILLE 515 Appalachian Highway Pineville, WV 24874	304-732-8850	Monday-Thursday: 9:00 am - 4:00 pm Friday: 9:00 am - 5:00 pm	Monday-Thursday: 8:00 am - 5:00 pm Friday: 8:00 am - 6:00 pm Saturday: 8:30 am - 12:00 pm
RAINELLE 114 James River and Kanawha Turnpike Rainelle, WV 25962	304-438-6171	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am -12:00 pm	
RUPERT 243 Greenbrier St Rupert, WV 25984	304-392-6314	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am -12:00 pm	Monday-Friday: 9:00 am - 5:00 pm Saturday: 9:00 am -12:00 pm
SALEM 150 East Main St Salem, WV 26426	304-782-2555	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm Saturday: 8:30 am - 12:00 pm	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm Saturday: 8:30 am - 12:00 pm
SOUTHRIDGE 2402 Mountaineer Blvd Charleston, WV 25309	304-746-4600	Monday-Thursday: 9:00 am - 5:00 pm Friday: 9:00 am - 6:00 pm Saturday: 8:30 am - 12:00 pm	Monday-Thursday: 9:00 am - 5:00 pm Friday: 9:00 am - 6:00 pm Saturday: 8:30 am - 12:00 pm
SPRINGHAVEN DRIVE 145 Springhaven Dr Princeton, WV 24740	304-431-7617	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm
STAFFORD DRIVE 1223 Stafford Dr Princeton, WV 24740	304-425-0856	Monday-Friday: 9:00 am - 5:00 pm	Monday-Thursday: 8:00 am - 5:00 pm Friday: 8:00 am - 6:00 pm Saturday: 9:00 am - 12:00 pm
TEAYS VALLEY 3754 Teays Valley Rd Hurricane, WV 25526	304-964-6165	Monday-Friday: 9:00 am - 5:00 pm	Monday-Friday: 9:00 am - 5:00 pm

WEST UNION 251 Main St West Union, WV 26456	304-873-2401	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm Saturday: 8:30 am -12:00 pm	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm Saturday: 8:30 am -12:00 pm
WASHINGTON STREET 400 Washington St, E Charleston, WV 25301	681-319-9995	Monday-Friday: 8:30 am - 5:00 pm	

Maryland, Delaware, & Kentucky

CAMBRIDGE 301 Crusader Rd Cambridge, MD 21613	410-228-1554	Monday-Thursday: 9:00 am - 3:00 pm Friday: 9:00 am - 6:00 pm	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm Saturday: 9:00 am -12:00 pm
DENTON 209 Franklin St Denton, MD 21629	410 - 479-2401	Monday-Thursday: 9:00 am - 3:00 pm Friday: 9:00 am - 6:00 pm	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm Saturday: 9:00 am -12:00 pm
ELLIOTT ROAD 8133 Elliott Rd Easton, MD 21601	410-820-4181	Monday-Thursday: 9:00 am - 3:00 pm Friday: 9:00 am - 6:00 pm	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm Saturday: 9:00 am -12:00 pm
FEDERALSBURG 325 Bloomingdale Ave Federalsburg, MD 21632	410-754-2401	Monday-Thursday: 9:00 am - 3:00 pm Friday: 9:00 am - 6:00 pm	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm Saturday: 9:00 am -12:00 pm
HARRISON STREET 142 N Harrison St Easton, MD 21601	443-746-4340	Monday-Thursday: 9:00 am - 3:00 pm Friday: 9:00 am - 6:00 pm	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm Saturday: 9:00 am -12:00 pm
PRESTON 312 Main St Preston, MD 21655	410-673-2401	Monday-Thursday: 9:00 am - 3:00 pm Friday: 9:00 am - 6:00 pm	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm Saturday: 9:00 am -12:00 pm
RIDGELY 1 West Belle St Ridgely, MD 21660	410-634-9870	Monday-Thursday: 9:00 am - 3:00 pm Friday: 9:00 am - 6:00 pm	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm
SALISBURY 1105 Mount Hermon Rd Salisbury, MD 21804	443-358-6399	Monday-Thursday: 9:00 am - 3:00 pm Friday: 9:00 am - 5:00 pm	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 5:00 pm
SECRETARY 141 Main St Secretary, MD 21664	410-943-4951	Monday-Thursday: 9:00 am - 3:00 pm Friday: 9:00 am - 6:00 pm	Monday-Thursday: 8:30 am - 4:00 pm Friday: 8:30 am - 6:00 pm
LEWES 18467 Coastal Highway Lewes, DE 19958	302-200-9193	Monday-Friday: 8:30 am - 4:30 pm	
BYPASS ROAD 1705 Bypass Rd Winchester, KY 40391	859-744-1939	Monday-Thursday: 8:30 am - 4:30 pm Friday: 8:30 am - 5:00 pm Saturday: 9:00 am -12:00 pm	Monday-Thursday: 8:30 am - 5:00 pm Friday: 8:30 am - 5:30 pm Saturday: 9:00 am -12:00 pm

IMPORTANT ATM & ITM INFORMATION

ATM / ITM SERVICE NOTICE

Starting October 26, 2024, all ATMs and ITMs (Interactive Teller Machines) at former Summit Community Bank locations will start transitioning to Burke & Herbert Bank. As these machines update, you will have cash-only access until November 11, 2024. After November 11, 2024, ATMs and ITMs will resume their full functionality on the Burke & Herbert Bank network.

ATM/ ITM SERVICE OUTAGE UPDATE: Cash-only access to ATM/ITMs at former Summit Community Bank locations will start on October 28, 2024 instead of October 26, 2024, extending normal ATM/ITM access through the weekend. For more information on ATM/ITM outages, please contact your local branch. All ATM/ ITMs are expected to resume normal functionality on Monday, November 11, 2024 or no later than Friday, November 15, 2024.

ALLPOINT ATM NETWORK

Burke & Herbert Bank is a part of the Allpoint ATM Network that provides surcharge-free cash access at more than 55,000 ATMs worldwide including popular retail stores. After conversion, our clients will also be able to access Allpoint ATMs in addition to Burke & Herbert Bank ATMs, surcharge-free. To see a list of all Allpoint ATM locations, please visit allpointnetwork.com or download the Allpoint app.



INTRODUCING Allpoint 55,000 Surcharge-Free ATMs

Look for Allpoint at these convenient locations:

Logos of partner retailers: Target, CVS pharmacy, Walgreens, Kroger, CIRCLE K, Winn-Dixie, Speedway, AT SUNOCO, COSTCO WHOLESALE, SAFEWAY.

Visit allpointnetwork.com to find ATMs near you!

ACCOUNT INFORMATION

YOUR ACCOUNT NUMBERS

When your deposit and loan account(s) are converted to Burke & Herbert Bank, your account number(s) will remain the same unless otherwise notified. You may continue to use your existing checks. Starting on November 11, 2024, all new checks ordered need to have Burke & Herbert Bank's routing number, 056001066.

YOUR ACCOUNT STATEMENTS

You will receive a paper cutoff statement via mail from Summit Community Bank which reflects your account's position as of the conversion date (Friday, November 8th). You will not receive any cutoff eStatements. Your next statement will be mailed on the next normal statement cycle and will reflect a beginning account balance as of November 8, 2024 from Burke & Herbert Bank.

Previous Account Statements: After November 11, 2024, you will have access to previous account statements from May 2022 to May 2024 in Digital Banking. On December 1, 2024, all available statements from May 2024 to November 11, 2024 will be able to be accessed in Digital Banking.

INTEREST

All interest-bearing checking and saving accounts (excluding Savings Club accounts, please see page 25 - "Special Savings" for more information) will be paid interest through November 8, 2024. Certificate of Deposit and other time deposit accounts will retain their interest as accrued. Interest payments due from time deposits will be paid in the same manner as currently scheduled starting on November 12, 2024 from Burke & Herbert Bank.

DIRECT DEPOSIT / ACH

Any direct deposit or automatic payments on your account(s) will be continued automatically. All new direct deposits set up after November 8, 2024, must be set up with the Burke & Herbert Bank routing number, 056001066.

TAX DOCUMENTS

All tax-related documents will be sent out by Burke & Herbert Bank and will be available no later than January 31, 2025.

LOAN INFORMATION

As part of the conversion, the servicing of your loan is being transferred from Summit Community Bank to Burke & Herbert Bank, effective end of business on November 8, 2024. This means that after this date, Burke & Herbert Bank will be collecting your loan payment from you. The account number, terms, and conditions on your loan(s) will remain the same unless you are otherwise notified. Your monthly loan payment date will remain the same as your current payment date. Continue to make payments on your regularly scheduled due dates with your current statement or notice. Summit Community Bank will stop accepting payments and Burke & Herbert Bank will start accepting payments on November 9, 2024. Starting November 11, 2024, payments can be made at your local branch or mailed to:

Burke & Herbert Bank
Attn: Loan Processing
P.O. Box 680
Moorefield, WV 26836

For consumer closed-end mortgage loans that are secured by a first or subordinate lien on real property: Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer on or before its due date may not be treated by the new servicer as late, and a late fee may not be imposed on you. This section does not apply to consumer installment loans, home equity lines of credit, or business loans. If you have any questions, please contact Oguz Sengul, 224 South Main Street Harrisonburg, VA 22801, or 877-776-9722; or please contact Tonya Smith, 5680 King Centre Drive, Suite 700, Alexandria, VA 22315, or 855-571-5824.

FDIC INSURANCE

As of May 3, 2024 Burke & Herbert Bank acquired Summit Community Bank. All deposits will continue to be FDIC-insured up to the maximum amount allowed. In addition, for six (6) months after the acquisition (through November 3, 2024) your accounts with Summit Community Bank and Burke & Herbert Bank will be insured separately. This grace period gives a depositor the opportunity to restructure his or her accounts, if necessary.

Any Certificate of Deposit or Individual Retirement Account (CD / IRA) you have at Summit Community Bank will be insured separately until the earliest maturity date from any deposits you may have at Burke & Herbert Bank for a full six (6) months (through November 3, 2024). If your CD / IRA from Summit Community Bank is scheduled to mature during the six (6) month period and is automatically renewed for the same terms and in the same dollar amount (either with or without accrued interest), it will continue to be insured separately from any Burke & Herbert Bank deposits until its maturity date after the six (6) month period. If your CD / IRA from Summit Community Bank matures during the six (6) month period and is renewed for another term before November 3, 2024, it will continue to be insured separately until the end of the six (6) month period (through November 3, 2024).

SAFE DEPOSIT BOX

Your current safe deposit box number(s) and the annual rental amount will remain the same for the remainder of your billing cycle. If you receive a bill, please pay as normal. At the next annual billing cycle, the safe deposit rental fee will default to the new rental rate effective at that time. Refer to Lease Agreement Safe Deposit Box on page 61 for Safe Deposit Box Terms and Conditions.

POINT OF SALE ELECTRONIC CHECK PROCESSORS (TELECHECK & CERTEGY)

Many local merchants use a third-party check processor to perform a risk analysis on each check written to their retailer to determine if the check is reliable, and they often use historical data in that risk analysis. A change to the routing number and/or account number may change the historical data for you and therefore may affect the risk analysis, possibly causing a denial of the check as payment to the retailer.

Burke & Herbert Bank, in an attempt to mitigate any adverse effect on Point of Sale Electronic Check Processor services, has notified Telecheck and Certegy, the two commonly used Electronic Check Processors, of the conversion of Summit Community Bank and Burke & Herbert Bank.

Telecheck highly recommends you, as a client, contact them directly. In addition to the bank's notification to process an immediate migration, call the contact number below and mention that your account was recently migrated. You will need to provide them with your Summit Community Bank routing number 052202225, checking account number, and also your new Burke & Herbert Bank routing number 056001066 and checking account number. The Telecheck representative will need the information exactly as it appears on the bottom of the check. Telecheck will then link your routing/account number to your identifier (Driver's License and/or Social Security Number) that they have in their system. **Telecheck: 1-800-366-2425**

Best Practices:

Upon placing your first check order with Burke & Herbert Bank, please request the starting number of your checks remain in the same sequential order as your Summit Community Bank checks for continued acceptance among third-party verifiers.

Burke & Herbert Bank also recommends that you have a source of payment, other than a personal check, such as a Burke & Herbert Bank Visa® Debit Card for payment as your debit card does not rely on a third-party verifier for processing and acceptance.

OVERDRAFT SERVICES

Burke & Herbert Bank offers several Overdraft service options to customers to help protect them from denial of services or returned items. **Your current authorization (Opt In or Opt Out) in any of the below programs through Summit Community Bank will automatically convert.** However, any customized limits for the Overdraft Privilege that differ from those described below will convert to the standard limits. Please work with your branch staff to review limits or change any of your authorization to participate in the services.

Overdraft Privilege – This service is available to eligible personal and business checking accounts and is subject to certain limits. We may limit the number of accounts per household eligible for Overdraft Privilege. Customers may choose not to be enrolled by revoking their Privilege at any time by notifying any branch of the bank. The service is available to all eligible personal accounts that meet certain criteria (see Eligible Accounts on page 49). It is a discretionary service that can be withdrawn or withheld at any time by the bank. The account must remain in good standing for the Overdraft Privilege to remain in effect. No coverage agreement between Burke & Herbert Bank and the client is required. Refer to page 48 for the full Overdraft Privilege Disclosure.

Overdraft Protection – “Opt In” has come from recent regulation changes which requires Burke & Herbert Bank to discontinue automatic overdraft protection for ATM and point-of-service (POS) transactions. To continue usage of the overdraft program at an ATM or for debit card transactions, account holders must “opt-in” for that benefit

by notifying the bank that they accept the service. Refer to page 50 for the full Overdraft Protection Opt In Disclosure and Consent Form.

Overdraft Transfer Protection – This service allows a client to link their checking account to a related checking account, money market account, savings account, Personal Line of Credit* or Home Equity Line of Credit (HELOC)*, that can be accessed should a debit occur for which funds are not available in the account. Enrollment in this service requires the client to sign an overdraft coverage agreement. This service is only available for personal accounts. These Overdraft Protection options may be less expensive than the Overdraft Privilege Service.

*Subject to Credit Approval

WIRE TRANSFERS

As a result of the conversion, wire transfer instructions will change. Any incoming domestic wires beginning on November 12, 2024, must have the Burke & Herbert Bank routing number of 056001066 to avoid a delay in processing. Wire information is listed below:

Domestic Incoming

Receiving Bank or Correspondent Bank:

Bank Name: Burke & Herbert Bank

Account Address: 5680 King Centre Drive, Suite 700, Alexandria, VA 22315

Routing Number: 056001066

Bank Phone: 855-571-5824

Beneficiary Information or for further credit:

Name: Burke & Herbert Bank Customer name

Account: Customer account number at Burke & Herbert Bank

Address: Customer address at Burke & Herbert Bank

International Incoming

All international wires will need to be in US dollars or the wire will be denied.

The “sending” bank should send the wire to their U.S. Correspondent Bank then further credit to:

Bank Name: Burke & Herbert Bank

Account Address: 5680 King Centre Drive, Suite 700, Alexandria, VA 22315

Routing Number: 056001066

Bank Phone: 855-571-5824

Name: Burke & Herbert Bank Customer name

Account: Customer account number at Burke & Herbert Bank

Address: Customer address at Burke & Herbert Bank

Note about SWIFT Codes:

When a bank conducts many international wires, a SWIFT code may be used to identify the receiving bank. A “SWIFT Code” is a unique code (8-11 characters) used to identify Banks and other non-financial institutions. It is assigned by the Society for Worldwide Interbank Financial Telecommunication (SWIFT). SWIFT codes are used to transfer money between banks, such as a wire transfer or commercial financial payment. At Burke & Herbert Bank, we do not have a SWIFT code nor do we require a SWIFT code for incoming international wires.

If you have additional questions related to wire transfers, please contact us at 855-571-5824 or contact your local branch.

DIGITAL BANKING

You will have online banking access through Summit Community Bank's online banking and the app until Friday, November 8, 2024 at 9:00 PM. After this time, you will not have online or app banking access until the Burke & Herbert Bank Digital Banking platform becomes available on Monday, November 11, 2024 at 8:00 AM. Requests for funds transfers should be submitted for processing prior to Friday, November 8th.

LOGGING INTO DIGITAL BANKING WITH BURKE & HERBERT BANK

On Monday, November 11, 2024 after 8:00 AM, Burke & Herbert Bank's App and Digital Banking will become available. To log into your account, visit www.BurkeandHerbertBank.com.

Simplify your banking on the go with the **Burke & Herbert Bank App**. Download it on the Google Play or the Apple App Store and experience convenient banking anytime, anywhere, on all of your devices.

Your Digital Banking username will remain the same as your Summit Community Bank Online Banking username unless otherwise notified.

Your initial temporary password will be the last 4 digits of your Social Security or Tax ID number.

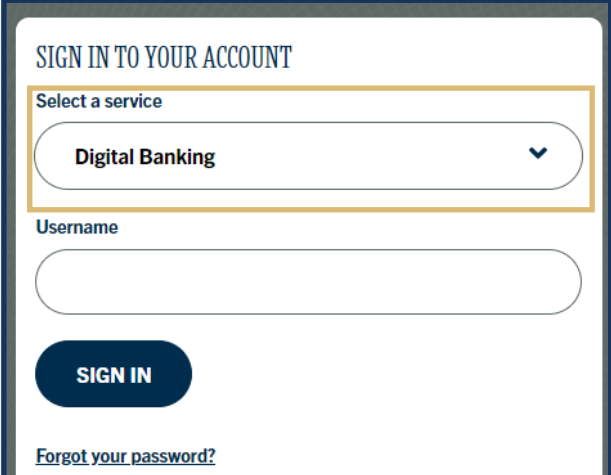
Once you login into the Burke & Herbert Bank Digital Banking platform, you will be prompted to set a new password. Then you will need to verify your identity with a two-step verification using your phone number. Once confirmed, you will be able to access the Digital Banking dashboard. If you are using the Burke & Herbert Bank app, you will be prompted to set up a PIN or biometric login if you choose.

*If you are a Treasury Management or Commercial customer with **ACH, Wire, Positive Pay (ACH or Check) or Remote Deposit Capture**, you will need to login through a separate Commercial Banking platform. Please see page 19 for instructions on how to login and access digital Commercial Banking services.*

BILL PAY

~~You will continue to have Bill Pay access through Summit Community Bank's Online Banking until October 30th, 2024. Online Bill Pay will be unavailable from October 30, 2024 until 8:00 AM on November 11, 2024. No bills will be paid from October 31st - November 11th. Any bill that is not scheduled and paid before October 30th will not be paid. We recommend scheduling any bill payments due between October 30, 2024 and November 11, 2024 to be paid before October 30th. We encourage you to prepare in advance for this change.~~

BILL PAY ACCESS AND PROCESSING HAS BEEN EXTENDED! All bills scheduled through the Bill Pay system must now be scheduled to be paid by November 4th and those bills must be paid/processed no later November 8th. You will continue to have access to Bill Pay until November 4th. We cannot guarantee payment for any Bill Pay payments scheduled after November 4th or paid after November 8th.



SIGN IN TO YOUR ACCOUNT

Select a service

Digital Banking

Username

SIGN IN

[Forgot your password?](#)

On Burke & Herbert Bank's website, make sure "Digital Banking" is selected in the drop down of the login box. Enter in your username and click "Sign In" to continue.

DIGITAL BANKING

LINKED ACCOUNTS

View-only linked accounts in Summit's online banking will need to be re-linked for Burke & Herbert Bank's Digital Banking. To learn more about linking your accounts through Digital Banking, please visit:

<https://www.burkeandherbertbank.com/personal/digital-online-banking/>

RE-ENROLLING IN ZELLE®

Your current enrollment in Zelle® **will not** transfer automatically to Burke & Herbert Bank. You will need to re-enroll in Zelle® through Burke & Herbert Bank's Digital Banking platform on or after November 11, 2024.

SAVVYMONEY CREDIT SCORE MONITORING & MYSUMMIT PIGGY BANK

Your previous credit score reporting and monitoring information provided by SavvyMoney and The MySummit Piggy Bank round-up debit savings program (now Round-Up program) will automatically convert to Burke & Herbert Bank's Digital Banking platform. No action by you is necessary to continue these services.

AUTOMATIC TRANSFERS THROUGH ONLINE BANKING

All scheduled transfers and future-dated transfers in online banking will convert to Burke & Herbert Bank's Digital Banking platform. For example, if you have a recurring transfer of \$25.00 from your checking to your savings account each month, this transfer will convert automatically.

EXTERNAL TRANSFERS

All external transfers **will not** automatically convert to Burke & Herbert Bank's Digital Banking platform. For example, if you have a recurring transfer from another bank set to deposit into your checking account each month, this will not convert and will need to be re-established after conversion.

TEXT BANKING AND ACCOUNT ALERTS

Text banking will no longer be supported after conversion. Account and card-based notifications and alerts created in Summit's Online Banking or through the Debit Card Alerts program **will not** transfer. Account and card-based alerts and notifications for transactions can be created in Burke & Herbert Bank's Digital Banking Card Management feature. Visit [burkeandherbertbank.com/personal/digital-online-banking](https://www.burkeandherbertbank.com/personal/digital-online-banking) for more information.

AUTOBOOKS USERS

Your previous invoicing and payments information provided by Autobooks will automatically convert to Burke & Herbert Bank's digital banking platform. No action by you is necessary to continue this service.

COMMERCIAL & TREASURY MANAGEMENT

Any client with ACH, Wire, Positive Pay (ACH or Check) or Remote Deposit Capture through Summit's Online Banking will be converted automatically to the Burke & Herbert Bank Commercial Online Banking platform. This is a separate account management platform from the Business Digital Banking platform.

Please note: All ACH origination activity must be completed by November 7, 2024.

You will receive two email notifications with your specific login details on November 11, 2024. For questions related to your accounts, our dedicated Treasury Management team is more than glad to assist you:

Contact Us: 1-855-571-5824 or
info@burkeandherbertbank.com, scan the QR code,
or visit [https://www.burkeandherbertbank.com/
commercial-online-banking/](https://www.burkeandherbertbank.com/commercial-online-banking/) for more information.



MAKE YOURSELF AT HOME

Visit any one of our now 75+ full service bank branches and experience our elite, award-winning customer service culture, where we go beyond what's expected.

Discover how our commitment to hospitality, excellence, and innovation can make your financial journey great.

See a full list of locations and find your local branch at [BurkeandHerbertBank.com](https://www.BurkeandHerbertBank.com).



YOUR DEBIT CARD

Prior to the conversion, your Summit Community Bank Mastercard® Debit Card will be replaced with a Burke & Herbert Bank Visa® Debit Card. **Your new card should arrive in late October.** The envelope will include a large “&” (ampersand) and the words “**Do Not Destroy**”. This notification will include instructions on how to activate your new card and set up a new personal identification number (PIN).

—————→
This letter contains your new Burke & Herbert Bank Debit Card and activation information, make sure you don't throw it away!

Continue to use your Summit Community Bank Debit Card until Monday, November 11, 2024, 8:00 AM EST. After this time, your Summit Community Bank debit card will no longer work. You can activate and begin using your new Burke & Herbert Bank Debit Card on Monday, November 11, 2024, 8:00 AM EST.



To activate your new card and set a PIN, please call 1-800-290-7893. When you activate your card, you will be prompted to set a PIN. Your current Summit Community Bank PIN will not automatically transfer to your new Burke & Herbert Bank card. If you do not receive your new card by November 11, 2024, please contact your local branch, call us at 855-571-5824, or email us at info@burkeandherbertbank.com.

You may bring your old Summit Community Bank Debit card(s) to any Burke & Herbert Bank location for secure shredding.

RECURRING PAYMENTS ON YOUR DEBIT CARD

If you have pre-authorized payments from your Summit Community Bank Debit Card, you will need to contact the merchant, as these payments **will not** automatically convert.

CUSTOM CARD DESIGNS

Please note, Custom Debit Card designs will not transfer to your new Burke & Herbert Bank Debit Card, custom card designs are currently unavailable but we look forward to renewing this service soon!

CARD MANAGEMENT FOR ACCOUNTS WITH MULTIPLE DEBIT CARDS

Accounts with more than one cardholder will also be able to see and manage each card within Burke & Herbert Bank's Digital Banking under Card Management. Card Management allows account holders to see which debit cards are active for each account and manage their preferences and alert settings. Card Management with Burke & Herbert Bank allows you to lock your card, set up travel notices, block or limit select debit card transactions, create alerts and notifications based on merchant type, transaction type, and more. These enhanced card controls help keep your accounts and cards safe and secure!

PERSONAL BANKING

PERSONAL CHECKING ACCOUNTS CONVERSION

Your Personal Checking accounts will be converted to a Burke & Herbert Bank account. See the table below to determine the name of your new account:

SUMMIT COMMUNITY BANK ► BURKE & HERBERT BANK

SUMMIT CUSTOM CHECKING	CONVENIENT CHECKING
SUMMIT CHECKING	CONVENIENT CHECKING
STUDENT CHECKING	CONVENIENT CHECKING
SUMMIT CHOICE CHECKING	CONVENIENT CHECKING
SUMMIT CUSTOM CHECKING WITH INTEREST	CONVENIENT CHECKING WITH INTEREST
SUMMIT ELITE CHECKING	ELITE CHECKING
PARTNERSHIP PLUS CHECKING	ELITE CHECKING
SUMMIT ADVANTAGE CHECKING	ELITE CHECKING
SENIOR SELECT CHECKING	SENIOR SELECT ACCOUNT
PERSONAL MONEY MARKET	REGULAR MONEY MARKET

ACCOUNTS REMAINING THE SAME

The T-Fund Elite Checking account will retain the same features and benefits after conversion. All accounts will be subject to the revised schedule of fees and Deposit Account Agreements and Disclosures. Please refer to page 33 for additional applicable fees and page 34 for the Deposit Agreements and Disclosures.

LEGACY ACCOUNTS

Summit Premier Checking, T-Fund Checking, Summit Checking with Interest, Summit Interest Checking PLUS, Summit Lifestyle Checking, Secure Checking, and Club Checking accounts are now legacy accounts and will retain the same features and benefits after conversion. **Please note that if an account is a “legacy” account, no new accounts can be opened for this account type.** All accounts will be subject to the revised schedule of fees and Deposit Account Agreements and Disclosures. Please refer to page 33 for additional applicable fees and page 34 for the Deposit Agreements and Disclosures.

BURKE & HERBERT BANK PERSONAL CHECKING ACCOUNTS

CONVENIENT CHECKING

A simple and convenient checking account with no monthly maintenance fees! Enjoy ATM rebates[†] after you enroll in eStatements!

- Minimum to open: \$25.00
- No Monthly Maintenance Fee
- Free Burke & Herbert Bank Visa[®] Debit Card
- Free App and Digital Banking
- Free Bill Pay and eStatements
- Must have eStatements to qualify for ATM rebates
- Free Notary and Medallion Signature Services
- Send Money with Zelle[®]
- Overdraft Privilege^{**} Available
- No Burke & Herbert Bank ATM fees
- Foreign ATM Fees: 6 or fewer transactions, no fee 7+ transactions; \$2.00 fee per transaction.
- If the account has eStatements, Burke & Herbert Bank will rebate up to \$20.00 per statement cycle of foreign ATM surcharges.

CONVENIENT CHECKING WITH INTEREST

A convenient interest-bearing checking account! Enjoy ATM rebates[†] after you enroll in eStatements!

- Minimum to open: \$50.00
- \$1,000.00 minimum daily collected balance and eStatements required to avoid a \$5.00 monthly maintenance fee
- Tiered variable rate interest-earning checking account
- Minimum balance to earn interest: \$1,000.00
- Interest compounded monthly
- Free Burke & Herbert Bank Visa[®] Debit Card
- Free App and Digital Banking
- Free Bill Pay and eStatements
- Free Notary and Medallion Signature Services
- Must have eStatements to qualify for ATM rebates
- Send Money with Zelle[®]
- Overdraft Privilege^{**} Available
- No Burke & Herbert Bank ATM fees
- Foreign ATM Fees: 6 or fewer transactions, no fee 7+ transactions; \$2.00 fee per transaction.
- If the account has eStatements, Burke & Herbert Bank will rebate up to \$20.00 per statement cycle of foreign ATM surcharges.

ELITE CHECKING

Discover the perfect pair with our Elite Accounts. This exclusive combo features a free, easy-to-use checking account alongside a high-yield savings account, designed to make your money work twice as hard. Enjoy seamless banking and watch your savings grow faster. Enjoy ATM rebates[‡] after you enroll in eStatements!

- Must have Elite Savings account with the same primary owner to qualify for benefits
- Minimum to open: \$50.00 (\$25.00 for Elite Checking and \$25.00 for Elite Savings)
- No monthly maintenance fee
- Free Burke & Herbert Bank Visa[®] Debit Card
- Free App and Digital Banking
- Free Bill Pay and eStatements
- Free Notary and Medallion Signature Services
- Send Money with Zelle[®]
- Overdraft Privilege^{**} Available
- No Burke & Herbert Bank ATM fees
- Foreign ATM Fees: \$2.00 fee per transaction.
- If the account has eStatements and has five (5) point-of-sale transactions that settle and post in the statement cycle, Burke & Herbert Bank will rebate up to \$20.00 per statement cycle of foreign ATM surcharges.

[†]Convenient Checking and Convenient Checking with Interest accounts with eStatements are eligible for a rebate of six (6) of the \$2.00 (total of \$12.00) Foreign ATM charges AND up to \$20.00 in ATM surcharge (Fees other ATM owners assess) rebates per statement cycle.

[‡]Elite Checking is eligible for up to \$20.00 in Foreign ATM rebates per statement cycle. Must qualify with eStatements and at least five (5) POS (point of sale) transactions each statement cycle.

^{**}Please refer to pages 48-50 for details regarding Overdraft Privilege.

Please refer to page 34 for full consumer deposit account disclosures.

SENIOR SELECT ACCOUNT

Enjoy an interest-earning checking account with added perks just for you. It's time to make the most of your hard-earned savings and enjoy exclusive benefits tailored for seniors.

- Primary account holder must be 55+ years of age
- Minimum to open: \$50.00
- No monthly maintenance fee
- Tiered variable rate interest-earning checking account
- Minimum balance required to earn interest: \$0.01
- Interest compounded monthly
- Free basic checks (Wallet-Oxford W-OX) or \$5.00 discount on check order
- Free Burke & Herbert Bank Visa® Debit Card
- \$15.00 off annual Safe Deposit Box rental
- Free App and Digital Banking
- Free Bill Pay and eStatements
- Free Notary and Medallion Signature Services
- Send Money with Zelle®
- Overdraft Privilege** Available
- No Burke & Herbert Bank ATM fees
- *One-time, no penalty CD withdrawal for up to 25% of the CD balance (Legacy Senior Select accounts only)*

REGULAR MONEY MARKET

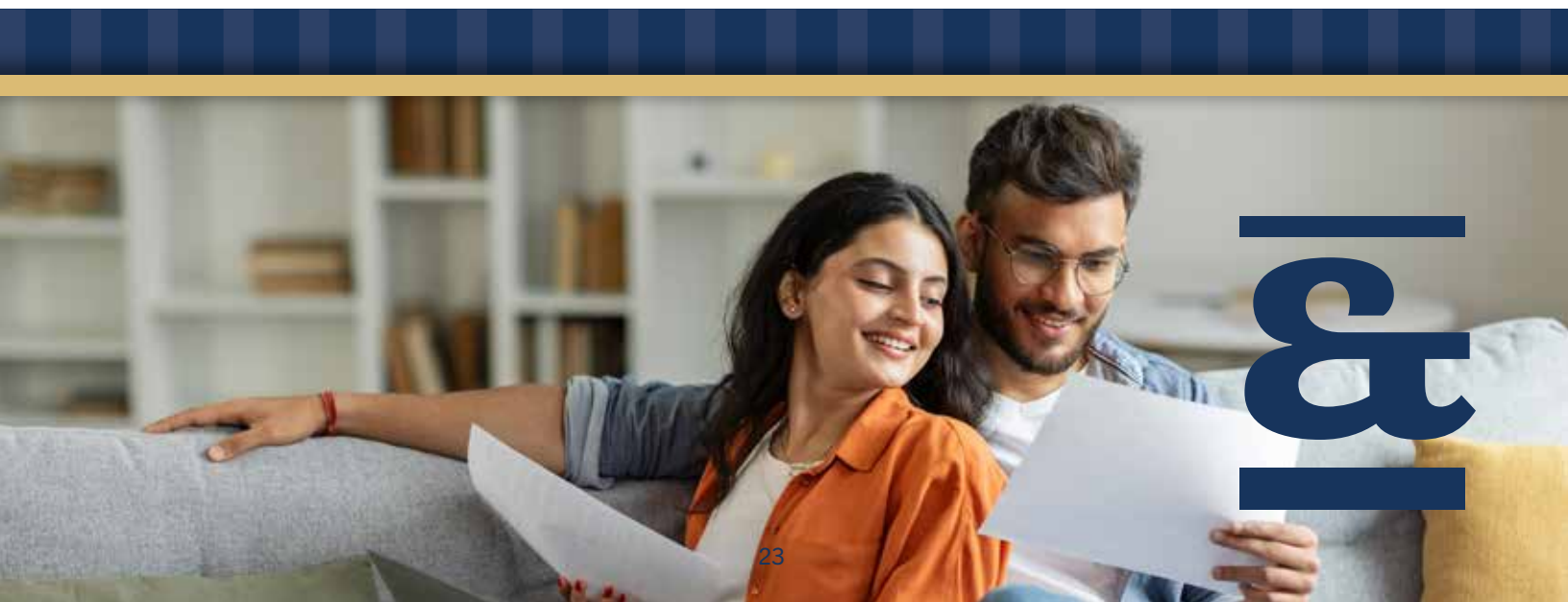
Save for your goals—like home improvements, college expenses, or a car down payment—while earning a tiered variable interest rate on balances of \$2,500 or more. Enjoy the flexibility to access your funds when needed and watch your savings grow when you don't.

- Minimum to open: \$1,000.00
- Must maintain daily balance of \$1,000.00 to avoid \$6.25 monthly fee
- Minimum collected balance required to earn interest: \$2,500.00; tiered variable rate
- Interest compounded monthly
- 6-preauthorized debit items (checks, ACH debits, debit card transactions, online and phone transfers or similar) allowed per statement cycle
- Free Burke & Herbert Bank Visa® Debit Card
- Free App and Digital Banking
- Send Money with Zelle®
- Free Bill Pay and eStatements
- Free Notary and Medallion Signature Services
- Overdraft Privilege** Available
- No Burke & Herbert Bank ATM fees

**Please refer to page 48-50 for details regarding Overdraft Privilege.

Please refer to page 34 for full consumer deposit account disclosures.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.



PERSONAL BANKING

PERSONAL SAVINGS ACCOUNTS CONVERSION

Your Personal Savings accounts will be converted to a Burke & Herbert Bank account. See the table below to determine the name of your new account:

SUMMIT COMMUNITY BANK ► BURKE & HERBERT BANK

STATEMENT SAVINGS	STATEMENT SAVINGS
JUNIOR SAVINGS	STATEMENT SAVINGS
PERSONAL SELECT SAVINGS	STATEMENT SAVINGS
SUMMIT ELITE SAVINGS	ELITE SAVINGS
PARTNERSHIP PLUS SAVINGS	ELITE SAVINGS
SUMMIT ADVANTAGE SAVINGS	ELITE SAVINGS
SAVINGS CLUB - AUTO DEBIT	SPECIAL SAVINGS
SAVINGS CLUB - COUPON SAVINGS	SPECIAL SAVINGS

BURKE & HERBERT BANK PERSONAL SAVINGS ACCOUNTS

STATEMENT SAVINGS

A convenient and straightforward savings account that helps you save money while earning interest.

- Minimum to open: \$25.00
- Monthly maintenance fee: \$5.00 if Collected Daily Balance falls below \$25.00
- Must maintain Collected Daily Balance of \$25.00 to earn interest
- Free App and Digital Banking
- Free eStatements
- Collected Daily Balance requirements and monthly maintenance fee waived for account holders under 18 years of age
- No Burke & Herbert Bank ATM fees
- 6-preauthorized debit items (checks, ACH debits, debit card transactions, online and phone transfers or similar) allowed per statement cycle.

ELITE SAVINGS

Discover the perfect pair with our Elite Accounts. This exclusive combo features a free, easy-to-use checking account alongside a high-yield savings account, designed to make your money work twice as hard. Enjoy seamless banking and watch your savings grow faster.

- Must have Elite Checking account with the same primary owner
- Minimum to open: \$50.00 (\$25.00 for Elite Checking and \$25.00 for Elite Savings)
- Collected Daily Balance to Earn Interest: \$25.00
- Must enroll in eStatements to obtain qualifying interest rate
- No monthly maintenance fee
- Free App and Digital Banking
- Free eStatements
- Free Notary and Medallion Signature Services
- No Burke & Herbert Bank ATM fees
- 6-preauthorized debit items (checks, ACH debits, debit card transactions, online and phone transfers or similar) allowed per statement cycle.

SPECIAL SAVINGS

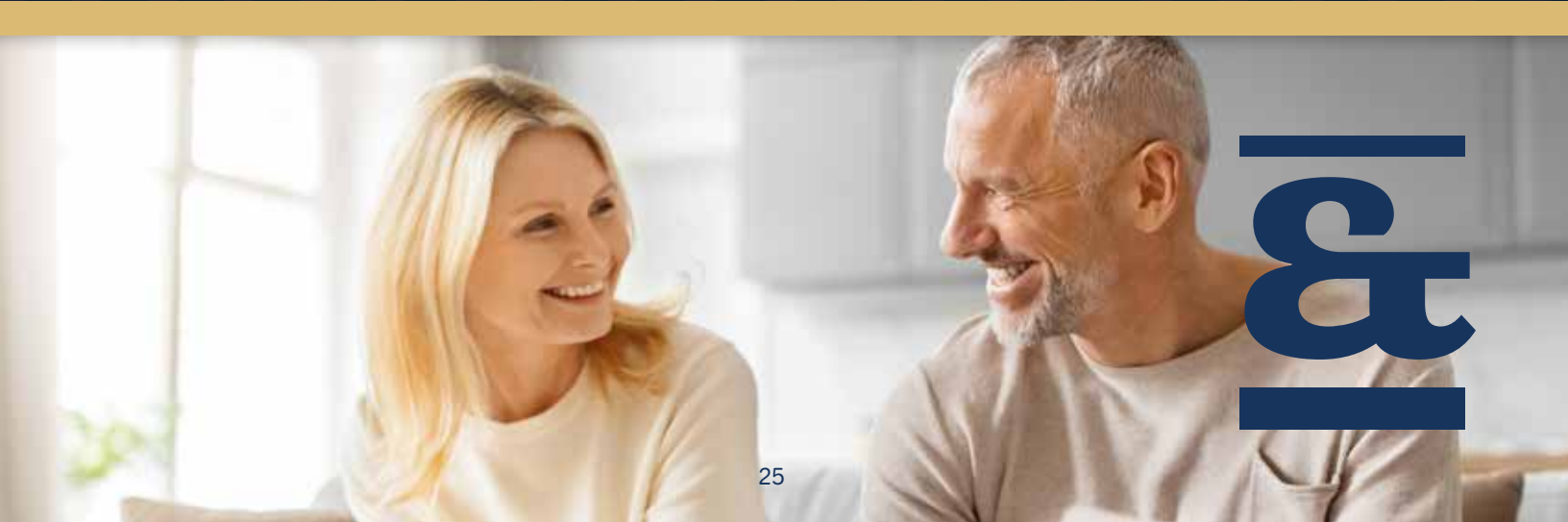
Boost your savings effortlessly with our Special Savings. This account is designed to help set aside funds for expenses that are more than your usual expenses, like a vacation, the holidays, or a special occasion. Save faster by automatically transferring funds from a checking or savings account to a special savings account for distribution at a later date. Let us take care of the transfers so you can focus on achieving more!

Ways to contribute: Scheduled transfers (Payroll or auto-debit checking), manual transfers, self-service digital transfers. You must set up predetermined dates and amounts for auto-debit transfers.

You choose from two (2) cycle dates for payment distribution: May 15th or October 15th.

If your existing Savings Club account currently cycles between January 1st – June 30th, your new cycle date will be May 15th. If your account cycles between July 1st-December 31st, your new cycle date will be October 15th. If at any point you would like to change your cycle date, please contact your local branch.

- Minimum to open: \$1.00
- Single variable rate interest-earning savings account
- \$12.50 early withdrawal fee for each withdrawal prior to payment distribution date
- No monthly maintenance fee
- No minimum balance requirement
- Free App and Digital Banking
- Free eStatements



BUSINESS BANKING

BUSINESS CHECKING ACCOUNTS CONVERSION

Your current Business Checking accounts will be converted to a Burke & Herbert Bank account. See the table below to determine the name of your new account:

SUMMIT COMMUNITY BANK	► BURKE & HERBERT BANK
BUSINESS INTEREST BEARING	INTEREST CHECKING NOW NONPERSONAL
GOVCON BANKING	BUSINESS ADVANTAGE CHECKING
T1 & T2 BUSINESS SWEEP ACCOUNTS	BUSINESS ADVANTAGE CHECKING WITH INTEREST
ESTATE TRUST CHECKING	CONVENIENT CHECKING*
ESTATE TRUST INTEREST CHECKING	CONVENIENT CHECKING WITH INTEREST*
T-FUND ELITE NON-PROFIT CHECKING	T-FUND NON-PROFIT CHECKING
COMMERCIAL CHECKING	COMMERCIAL ANALYSIS ACCOUNT

*See page 22 for account details

ACCOUNTS REMAINING THE SAME

The Business Advantage Checking account is not changing and will retain the same features and benefits after conversion. The account structure, features, and monthly service fees will remain the same, however, all accounts will be subject to the revised schedule of fees and Deposit Account Agreements and Disclosures. Please refer to page 33 for additional applicable fees and page 54 for the Deposit Agreements and Disclosures.

LEGACY ACCOUNTS

The Business Advantage Checking with Interest and Commercial Checking Package Pricing accounts are not changing. They will retain the same features and benefits after conversion. **Please note that if an account is a “legacy” account, no new accounts can be opened for this account type.** All accounts will be subject to the revised schedule of fees and Deposit Account Agreements and Disclosures. Please refer to page 33 for additional applicable fees and page 54 for the Deposit Agreements and Disclosures.

BURKE & HERBERT BANK BUSINESS CHECKING ACCOUNTS

BUSINESS ADVANTAGE CHECKING

Ideal for businesses with simple banking needs.

- Minimum to open: \$100.00
- No monthly maintenance fees
- First 300 checks written and cleared per month are free; 301+ checks written per month are \$0.25 per item.
- Free Burke & Herbert Bank Business Visa® Debit Card
- No minimum balance requirement
- Unlimited cash deposits and withdrawals
- Free App and Digital Banking
- Free eStatements

T-FUND NON-PROFIT CHECKING

Designed for individual organizations operated primarily for philanthropic, charitable or other similar purposes and not operated for profit are eligible for this account.

- Minimum to open: \$10,000.00
- Monthly maintenance fee: \$49.00
- Must maintain Collected Daily Balance of \$50,000.00 to waive monthly fee
- Free App and Digital Banking
- Free eStatements
- \$0.01 minimum collected balance to earn interest
- No transaction restrictions
- Indexed interest rate calculated on the daily collected balance and compounded monthly
- Free Burke & Herbert Bank Business Visa® Debit Card
- Streamlined invoice management and payment processing through Autobooks

COMMERCIAL ANALYSIS ACCOUNT

Designed for midsize to large commercial and non-profit entities with significant deposit balances and transaction volume, and more complex banking needs.

- Minimum to open: \$1,000.00
- Monthly maintenance fee: \$20.00
- Certain account, transaction, and service fees may be reduced or offset by an earnings credit
- Each account is relationship-priced to ensure Burke & Herbert Bank is meeting the needs of each individual business
- Treasury Management services available

Additional Commercial Analysis Fees by Line Item:

Monthly Account Maintenance Fee: \$20.00 per month
Debits per item: \$0.15
Credits per item: \$0.30

On-Us Items Deposited per item: \$0.10

Transit items per item: \$0.10

*Fees for additional services may apply

INTEREST CHECKING NOW NONPERSONAL

- Collected Daily Balance required to waive monthly fee: \$1,500.00
- Monthly maintenance fee: For Collected Daily Balances less than \$500; \$5.00. Collected Daily Balance between \$500.00 and \$1,500.00; \$2.00
- Free Burke & Herbert Bank Business Visa® Debit Card
- Unlimited transactions
- Free App and Digital Banking
- No cash deposit or withdrawal fees
- Streamlined invoice management and payment processing through Autobooks

No new accounts can be opened for this account type.

BUSINESS BANKING

BUSINESS SAVINGS AND MONEY MARKET ACCOUNTS CONVERSION

Your current Business Checking accounts will be converted to a Burke & Herbert Bank account. See the table below to determine the name of your new account:

SUMMIT COMMUNITY BANK	▶	BURKE & HERBERT BANK
T-FUND BUSINESS ELITE CHECKING		T-FUND MONEY MARKET ACCOUNT
BUSINESS MONEY MARKET		BUSINESS MONEY MARKET
BUSINESS SELECT SAVINGS		NONPERSONAL SAVINGS ACCOUNT

T-FUND BUSINESS MONEY MARKET

Designed for businesses seeking flexibility and high interest earning potential on their account balance.

- Minimum to open: \$10,000.00
- Monthly maintenance fee: \$49.00
- Interest compounded monthly
- Must maintain Collected Daily Balance of \$50,000 to avoid monthly maintenance fee
- \$0.01 minimum collected balance to earn interest
- Indexed interest rate calculated on the daily balance and compounded monthly
- 6-preauthorized debit items (checks, ACH debits, debit card transactions, online and phone transfers or similar) allowed per statement cycle.

BUSINESS MONEY MARKET

Designed to help businesses earn interest by putting idle cash to work.

- Minimum to open: \$100.00
- Monthly maintenance fee: For Collected Daily Balances less than \$1,000.00; \$5.00. Collected Daily Balance between \$1,000.00 and \$2,500.00; \$2.00
- Free App and Digital Banking
- 6-preauthorized debit items (checks, ACH debits, debit card transactions, online and phone transfers or similar) allowed per statement cycle.

NONPERSONAL SAVINGS ACCOUNT

- Minimum to open: \$50.00
- Must have Collected Daily Balance of \$100.00 or a monthly direct deposit into the account to avoid \$2.00 fee
- Earns variable interest rate
- 6-preauthorized debit items (checks, ACH debits, debit card transactions, online and phone transfers or similar) allowed per statement cycle.

BANK FROM ANYWHERE

WITH THE BURKE & HERBERT BANK APP

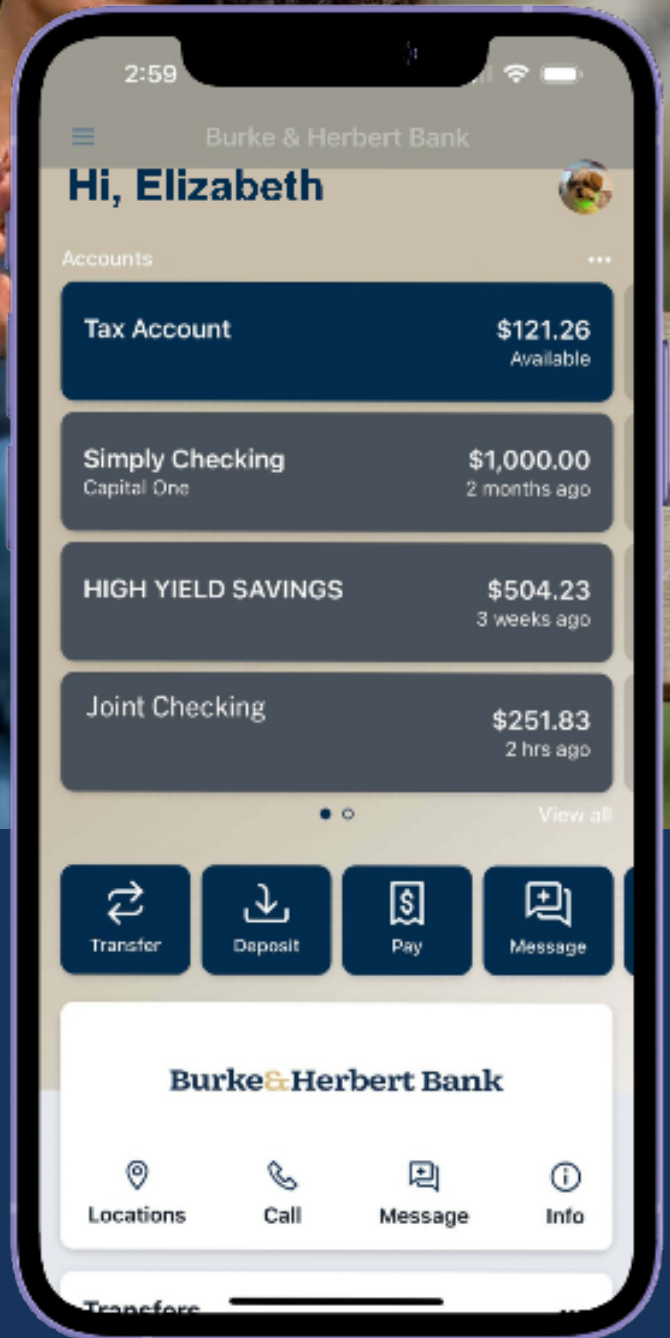
- Card Controls
- Customizable Dashboard
- Mobile Deposit
- Credit Score Monitoring
- Send Money with Zelle®



AVAILABLE IN THE APPLE APP STORE
OR THE GOOGLE PLAY STORE

Please note: The Burke & Herbert Bank app is not available for Commercial and Treasury Management customers. Please see page 19 for details on Commercial and Treasury Management mobile experience.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.



SCAN THE QR CODE TO DOWNLOAD
FOR YOUR DEVICE

CREDIT CARDS

CREDIT CARD CONVERSION INFORMATION

Prior to the conversion, your Summit Community Bank Mastercard® Credit Card will be replaced with a Burke & Herbert Bank Mastercard® Credit Card with a new card number. Your new card should arrive the week of November 4, 2024. You will also be receiving a letter in the mail notifying you of this change.

Continue to use your Summit Community Bank Credit Card until Sunday, November 10, 2024 at 7:59 AM EST. After this time, your Summit Community Bank Credit Card will no longer work. You can activate and begin using your new Burke & Herbert Bank Credit Card on Sunday, November 10, 2024 at 8:00am EST. If you do not receive your new credit card by November 8, 2024, please contact TCM at 1-888-582-3375, option 1 or tcmcr@tcmcbank.com. ScoreCard Rewards® will convert over and can be redeemed at CRewardsCard.com

RATE CHANGES

Consumer credit card holders will not see any changes in rate on their card. However, rates may change during the standard change in terms process in the Spring of 2025.

Business credit card holders will see a change in rate at conversion; however, they will be closely aligned with your current rates. The disclosures are included in the notification letter sent out in October 2024.

RECURRING PAYMENTS

If you have pre-authorized payments from your Summit Community Bank Credit Card, you will need to contact the merchant, as these payments **will not** automatically convert.

ONLINE CARD MANAGEMENT

If you are currently enrolled in MyCardStatement.com at the account level, effective Sunday, November 10, 2024, you may log in to MyCardStatement.com using your existing login credentials to make payments, set up auto pay, view account summary information, view past and current statement (last 12 months), download data, view transaction and spending reports, go paperless with eStatements, set up email and mobile account alerts, dispute charges and more.

If you are not enrolled already, you may register your new card at MyCardStatement.com. Personal credit card customers can also download the MyCard Mobile app from the Apple App Store or Google Play Store, create your login using the same email address as that for your MyCardStatement.com account, then add your card.

Please note, credit cards **will not** be able to be managed in Burke & Herbert Bank's Digital Banking and will need to be managed separately through the MyCard Mobile App or through the MyCardStatement.com platform.

TIME DEPOSIT ACCOUNTS

CERTIFICATES OF DEPOSIT (CD) AND INDIVIDUAL RETIREMENT ACCOUNTS (IRA)

All current CD/IRA rates and maturity dates will not change as a result of the conversion. Upon maturity, the certificate term will be renewed as outlined in the chart below. Prior to the certificate maturity, you will receive a notice from Burke & Herbert Bank with maturity information. The grace period for CD/IRAs is ten (10) calendar days from maturity. We have a variety of term options for you to choose from upon renewal. When you receive your renewal notice and decide to change your term, contact us at 855-571-5824 or visit your nearest branch location. Early withdrawal penalties listed below become effective November 12, 2024.

CERTIFICATE OF DEPOSIT (CD)

CURRENT TERM	NEW RENEWAL TERM*	NEW INTEREST PENALTY FOR EARLY WITHDRAWAL
3 MONTH (90 DAY)	3 MONTH	THREE (3) MONTHS INTEREST
5-9 MONTH	6 MONTH	THREE (3) MONTHS INTEREST
10-17 MONTH	12 MONTH	SIX (6) MONTHS INTEREST
18 MONTH	18 MONTH	SIX (6) MONTHS INTEREST
23-26 MONTH	24 MONTH	NINE (9) MONTHS INTEREST
30 MONTH	30 MONTH	NINE (9) MONTHS INTEREST
36-37 MONTH	36 MONTH	TWELVE (12) MONTHS INTEREST
48 MONTH	48 MONTH	TWELVE (12) MONTHS INTEREST
60 MONTH	60 MONTH	TWELVE (12) MONTHS INTEREST
84 MONTH	84 MONTH	TWELVE (12) MONTHS INTEREST

INDIVIDUAL RETIREMENT ACCOUNT (IRA)

CURRENT TERM	NEW RENEWAL TERM*	NEW INTEREST PENALTY FOR EARLY WITHDRAWAL
3 MONTH (90 DAY)	3 MONTH	THREE (3) MONTHS INTEREST
5-9 MONTH	6 MONTH	THREE (3) MONTHS INTEREST
12-18 MONTH	12 MONTH	SIX (6) MONTHS INTEREST
24-30 MONTH	24 MONTH	NINE (9) MONTHS INTEREST
36 MONTH	36 MONTH	TWELVE (12) MONTHS INTEREST
48 MONTH	48 MONTH	TWELVE (12) MONTHS INTEREST
60 MONTH	60 MONTH	TWELVE (12) MONTHS INTEREST
84 MONTH	84 MONTH	TWELVE (12) MONTHS INTEREST

Required Minimum Distributions (RMD) – All IRA clients who are in RMD will be converted to Burke & Herbert Bank’s automatic RMD payment system. This ensures that all clients receive their annual RMD in a timely manner and maintains compliance with IRS rules and regulations regarding RMD. All distributions will be set up to pay out automatically and we will strive to mirror the date and payment method (check or transfer) used in previous years.

TRUST SERVICES, WEALTH MANAGEMENT, FINANCIAL SERVICES, & PRIVATE BANKING

Trust Services, Wealth Management, and Financial Services accounts will not be affected by the systems conversion applicable to deposit and loan accounts. However, you'll notice a few changes to the look of our marketing and service delivery. We are pleased to continue offering the same unwavering commitment, quality, and service you've come to expect, now with the added benefit of expanded resources and reach. Should you have any questions regarding your accounts, please don't hesitate to contact your advisor or representative.



GROW YOUR WEALTH AT EVERY STAGE

Our Wealth Advisors understand the value of community and family heritage. Whether you're planning for yourself or the next generation, we're here to offer dedicated, personal guidance and comprehensive financial plans to manage, grow, and preserve your hard-earned wealth. We're committed to helping you achieve your dreams and preparing you for whatever comes next.

Learn more at www.burkeandherbertbank.com/wealth

Securities and advisory services are offered through LPL Financial (LPL), a registered investment advisor and broker-dealer (member FINRA/SIPC). Insurance products are offered through LPL or its licensed affiliates. Burke & Herbert Bank and Burke & Herbert Wealth Management are not registered as a broker-dealer or investment advisor. Registered representatives of LPL offer products and services using Burke & Herbert Wealth Management and may also be employees of Burke & Herbert Bank. These products and services are being offered through LPL or its affiliates, which are separate entities from and not affiliates of Burke & Herbert Bank. Securities and insurance offered through LPL or its affiliates are: Not insured by FDIC or Any Other Government Agency • Not Bank Guaranteed • Not Bank Deposits or Obligations • May Lose Value

BURKE & HERBERT BANK SCHEDULE OF FEES

Effective November 12, 2024

Unless otherwise stated, the below fees are applicable for both consumer and business accounts:

OVERDRAFT / RETURNED ITEM FEES (OD/NSF)

Overdraft Fee and Returned Item Fee*	\$32.00
Overdraft Protection Transfer Fee (transfers from Checking, Money Market and Savings accounts)	\$12.50
Transfers from Personal Line of Credit & HELOC)	\$0.00

DIGITAL BANKING

Digital Customizable Gift Check (Gift Pay-e)	\$2.99
Online Charitable Donation	\$1.99
Bill Pay Rush Payments	
Next Day (Check)	\$34.95
Second Business Day (Check)	\$29.95
Second Business Day (Electronic)	\$6.95

SAFE DEPOSIT BOX

Lost Key Replacement	\$50.00
Box Drilling	At cost

For information regarding individual safe deposit box rental fees, please call or stop by your local branch.

MISCELLANEOUS FEES

Returned Deposited Item	\$10.00
Returned / Undeliverable Mail Fee (Checking and Savings Accounts Only)	First time - No Charge, \$5.00 for each occurrence after
Dormant Account Fee	\$5.00
Escheatment Fee	\$50.00
Stop Payment Fee	\$32.00
Cashier's Check	First time - No Charge, \$10.00 per check after (per business day)
Printed Checks	Varies by style and quantity
Copies of Statements / Tax Documents	\$5.00 per document
Account Statements CD-ROM (Business Accounts Only)	\$50.00 per account per year
Attachment, Lien, Levy, or Garnishment	\$125.00
Verification of Deposit Account	\$5.00 per request
Foreign Currency (Buy or Sell)	As quoted
Printed Counter Checks	\$1.00 per page
Duplicate Account Statements (Mailed)	\$5.00

WIRE FEES

Outgoing Domestic Wire	\$30.00
Outgoing International Wire	\$60.00
Incoming Domestic Wire (Business Accounts Only)	\$15.00
Incoming International Wire	\$15.00

COLLECTIONS ITEMS

Canadian Check Collection Fee	\$10.00
All Other Foreign Items Collection Fee	\$40.00
Returned Canadian Check Fee	\$20.00
All Other Returned Foreign Item Fee	\$40.00

DEBIT CARDS & ATMs

Foreign (Non-Burke & Herbert Bank or non-Allpoint) Transaction Fees	\$2.00
Debit Card Replacement (Compromised Card Replacement is free)	Once per year, free; then \$10.00 per issuance
International Transaction fee	1%

*An Overdraft item may be created by check, in-person withdrawal, ATM withdrawal or other electronic means each time an item is presented for payment. A Return Item Fee (NSF) may be charged each time a check, in person withdrawal, ACH, or other electronic means is presented to the bank and there is not enough funds to cover the item and the item was returned.

For specific questions related to these fees or for more information regarding our Schedule of Fees, please give us a call at 855-571-5824.

CONSUMER DEPOSIT ACCOUNT AGREEMENT

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

- “You,” “your,” and “account owner” refer to the Customer whether or not there are one or more Customers named on the account.
- “We,” “our,” and “us” refer to the Bank, Burke & Herbert Bank.
- “Item” or “items,” as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- “Debit transactions,” “debit,” or “debits” refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- “Credit transactions,” “credit,” or “credits” refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

GENERAL AGREEMENT. You understand that the following Account Agreement (“Agreement”) governs your Checking account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening Disclosures include the fees and charges applicable to the account, minimum balance requirements, and other pertinent information related to the account. The information found in any account opening Disclosures may change from time to time at our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

YOUR CHOICE OF ACCOUNT. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

INDIVIDUAL ACCOUNT. The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party’s estate.

JOINT WITH RIGHT OF SURVIVORSHIP ACCOUNT. If this is a joint account, the joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

MULTIPLE ACCOUNT OWNERS. If there is more than one account owner for your account, all deposits are the property of the person(s) indicated on the account. We may release all of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account unless prior written notice is received by the Bank to not permit it. However, the number of signatures on the Account Information form must first be met. All money in the account may be pledged as security for a loan or debt by anyone named on the account unless prior written notice is received by the Bank to not permit it. Any person named on the account is liable for an amount equal to the overdrawn balance plus any overdraft fee(s) regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of the funds. We may also freeze the account upon receipt of notice of the death or incapacity of an account owner until we have received all necessary documentation to establish to whom payment should be made. We may use funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

PAYABLE ON DEATH ACCOUNT. If this is a Payable on Death account, a Payable on Death account permits the account owner(s) to transfer the account to named beneficiaries. You may designate primary and contingent beneficiaries. Named beneficiaries are assumed to be primary unless indicated as contingent. If two or more account owners create a Payable on Death account, then between the account owners, the account is treated as a joint account with right of survivorship. The account owner(s) may withdraw all or part of the funds at any time. The account owner(s) may change the named beneficiaries at any time by written direction in a form acceptable to us. A beneficiary can only acquire withdrawal rights by surviving all of the account owners. If more than one named beneficiary survives all of the account owners, then the beneficiaries will be entitled to equal shares of the funds without the right of survivorship, unless otherwise indicated. If no beneficiary survives all of the account owners, then the account shall be treated as an individual account (if there is one surviving account owner) or as a joint account with right of survivorship (if there is more than one surviving account owner). In that case, the account will be in the name(s) of the surviving account owner(s), rather than a Payable on Death account. To the extent that they apply to your situation, individual account and joint with right of survivorship have the following meanings. The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party’s estate. The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon death of a joint owner, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

AUTHORIZED SIGNER (AGENT) DESIGNATION. The agent named on your Account Information form may make account transactions for you, but has no ownership or rights at death. If you have designated that the agent shall continue to have power after your disability or incapacity, the agent’s authority survives your disability or incapacity. The agent may act for a disabled or incapacitated party until the authority of the agent is terminated. If you have noted that the agent shall not have power after your disability or incapacity, the agent’s authority terminated upon your disability or incapacity. If you failed to specify whether or not the agent’s authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Death of the sole party of last surviving party terminates the authority of the agent. We may continue to rely on the agency designation to the extent permitted by law, until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.

FIDUCIARY ACCOUNTS. Fiduciary accounts are those established by a person acting for the benefit of another person. Fiduciary accounts include, but are not limited to, guardianship, conservatorship, formal trust, and agency accounts. We reserve the right to require the documents and authorizations we believe are necessary or appropriate to satisfy us that the person(s) requesting or directing the transactions related to a fiduciary account have the authority to engage in such transactions. We will continue to honor the fiduciary authority presented until we receive written notice that the authority has been altered or terminated and we have had a reasonable period of time to act on that notice.

CUSTODIAL ACCOUNT. Any custodial account opened or maintained in the state of Delaware, Kentucky or West Virginia is subject to the Delaware, Kentucky or West Virginia Uniform Transfers to Minor Act (based on the state in which the account was opened is maintained with us) or similar applicable law, as adopted by the state. The account must be opened in the name of the custodian for the minor. There may be only one custodian and one minor for each account. Any custodial account opened or maintained in the state of Maryland or Virginia is subject to the Maryland or Virginia Uniform Transfers to Minor Act, or similar applicable law (based upon the state in which the account was opened or is maintained with us), as adopted by the state. The account must be opened in the name of the custodian, or two custodians, for the minor. There may be only two custodians and one minor for each account.

TRANSFERS AND ASSIGNMENTS. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

POWER OF ATTORNEY. If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

TRANSACTION LIMITATIONS. We limit the number of transfers or withdrawals you can make on a money market and savings account. You understand that we will not allow more transfers or withdrawals than the maximum number specified in the account opening documents, and we may close your account, take away your ability to transfer funds, charge you a fee, or convert the account to a checking account or other transaction account if the restriction is violated.

RESTRICTIVE LEGENDS. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are “two signatures required”, “must be presented within 90 days” or “not valid for more than \$1,000.00.”

STALE OR POSTDATED CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

PREAUTHORIZED CHECKS OR DRAFTS. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

VERIFYING FUNDS AVAILABILITY FOR CHECK. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

CHECK SAFEKEEPING. If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Schedule of Fees or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

YOUR RESPONSIBILITY FOR BACK OF CHECK. All negotiable paper (“checks”) presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items (“ECI”) are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

SUBSTITUTE CHECKS. To make check processing faster, federal law permits financial institutions to replace original checks with “substitute checks.” These substitute checks are similar in size to the original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

REMOTE DEPOSIT CAPTURE. Remote deposit capture (“RDC”) allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, “for mobile deposit only” or “for mobile deposit at Burke & Herbert Bank only.”

REMOTELY CREATED CHECKS. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse to deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer’s express, verifiable authorization for any such check.

WITHDRAWALS. Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

DEPOSITS. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

FOREIGN ITEMS. If an item is payable at a foreign bank or if a currency is deposited, you will be responsible for all collection charges and exchange rate risk on it. You understand that we will not credit deposited foreign items until receiving the proceeds in United States currency.

COLLECTION OF DEPOSITED ITEMS. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

STATEMENTS. We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make a written request that we resume sending your statements and you supply us with a proper address.

ELECTRONIC STATEMENTS AND NOTICES. You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures.

ACH AND WIRE TRANSFERS. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Virginia, West Virginia, Maryland, Delaware and Kentucky. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House (“ACH”) entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association (“Nacha”) Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

PROVISIONAL PAYMENT. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

INTERNATIONAL ACH TRANSACTIONS. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

NOTICE OF RECEIPT. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

CHOICE OF LAW. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

STOP PAYMENTS.

STOP PAYMENT ON CHECKS. You may stop payment on a check drawn against your account by a record or written order, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. We reserve the right to confirm your request in writing. A Stop Payment Order on a check remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch’s banking day, following the banking day on which your branch received the check.

STOP PAYMENT ON ACH DEBITS. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. A Stop Payment Order on an ACH debit remains in effect until the earlier of 1) your withdrawal of the Stop Payment Order, 2) the return of the debit entry, or 3) six months from the date of the Stop Payment Order, unless you renew the Stop Payment Order. You may renew the Stop Payment Order for an additional six months to prevent the transfer from being paid by providing a request to us within the time period the Stop Payment Order is in effect. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law.

You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

DEATH OR INCOMPETENCY. Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

NON-SUFFICIENT FUNDS AND OVERDRAFTS - ACTUAL (LEDGER) BALANCE.

HOW WE DECIDE TO PAY AN ITEM OR DEBIT. We use an actual (ledger) balance method to determine whether there are sufficient funds in your account to pay a debit transaction or item. The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending

\$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

HOW WE ASSESS FEES. If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

RETURN ITEM FOR NON-SUFFICIENT FUNDS. If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or re-presentation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

OVERDRAFTS. If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

SIGNATURES. Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS. You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

WITHDRAWAL NOTICE REQUIREMENTS. If this is an interest-bearing account (other than a Time Deposit and Business Interest Account), we have the right to require seven days prior written notice from you of your intent to withdraw any funds from your account.

SET-OFFS AND SECURITY INTEREST. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

CLAIMS. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

DORMANT/INACTIVE ACCOUNTS. You understand that if your account is dormant or inactive, we may charge fees specified in the Disclosures to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

ATTORNEYS' FEES AND EXPENSES. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

LEGAL PROCESS AGAINST ACCOUNT. You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

CLOSING ACCOUNT. We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

OUR WAIVER OF RIGHTS. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

YOUR WAIVER OF NOTICE. By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

NOTICE. You are responsible for notifying us of any address or name changes, death of an account holder, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

TELEPHONE AND ELECTRONIC COMMUNICATION. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these

communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

ONLINE OR MOBILE SERVICES. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

AMENDMENTS AND ALTERATIONS. You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

EFFECTIVE APPLICABLE LAWS AND REGULATIONS. You understand that this Agreement is governed by the laws of Virginia, West Virginia, Maryland, Delaware and Kentucky, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

In addition to the General Rules, your Time Deposit account ('Certificate') may be subject to the following:

ACCOUNT TERMS. The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), annual percentage yield (APY), length of term period, renewability and date of maturity as specified on the Certificate and in any documents provided to you at the time of account opening. Interest will not be compounded unless noted in the Certificate and any documents and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the annual percentage yield (APY).

WITHDRAWAL PRIOR TO MATURITY. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the provided documents, if any.

ADDITIONAL DEPOSITS DURING THE TERM. No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures (This does not apply to IRA Certificates).

EARLY WITHDRAWAL PENALTY. Unless provided otherwise in the provided documents, if any, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the provided documents, if any.

RENEWAL. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal to or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. When applicable to your Certificate, the grace period following the maturity date is described in the provided documents, if any.

LOST OR STOLEN CERTIFICATES. We can refuse to allow withdrawals which you request without your Certificate. If your Certificate is lost or stolen, you agree to immediately notify us in writing.

EARLY WITHDRAWAL PROVISIONS. We may impose a penalty if you withdraw any or all of the funds before the maturity date. Accordingly, the following penalties will apply based on the amount withdrawn and the original term of the Certificate: for terms between One (1) and Nine (9) months, three (3) months interest; for terms between Ten (10) and Eighteen (18) months, Six (6) months interest, for terms between Nineteen (19) and Thirty-five (35) months, Nine (9) months interest; for terms between Thirty-six (36) and Eighty-four (84) months, Twelve (12) months interest. You understand the law requires us to charge at least seven (7) days simple interest on any amount withdrawn (a) within the first six (6) days after the account is opened or (b) within six days after a partial early withdrawal.

**CONSUMER RESOLUTION OF DISPUTES BETWEEN YOU AND
BURKE & HERBERT BANK & TRUST COMPANY (“Burke & Herbert Bank”)
(PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS).**

References to “Burke & Herbert Bank,” “you,” and “us” include our respective subsidiaries, corporate parents, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users of your Burke & Herbert Bank demand deposit account(s) or Burke & Herbert Bank-branded debit or automated teller machine card(s) under this Agreement or any prior or other agreements between us.

Arbitration is more informal than a lawsuit in court. Instead of a judge or jury, arbitration uses a neutral arbitrator. Arbitration also permits more limited discovery than in court and is subject to very limited review by courts. However, arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**

For any non-frivolous claim that does not exceed \$75,000 in value, Burke & Herbert Bank will pay all costs of the arbitration. In addition, in arbitration you are entitled to recover attorneys’ fees from Burke & Herbert Bank to at least the same extent as you would be in court. Under certain circumstances, as explained below, Burke & Herbert Bank will pay you more than the amount of the arbitrator’s award.

1) Burke & Herbert Bank and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. This agreement to arbitrate includes (but is not limited to):

- claims arising out of or relating in any way to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before this or any prior Agreement between us came into existence, including any claims relating to advertising; and
- claims that may arise after the termination of this Agreement or any other agreement between us.

Regardless of the foregoing, Burke & Herbert Bank or you may bring an individual action in the small claims court for the county of your billing address, as long as the action is not removed or appealed to a court of general jurisdiction. This arbitration agreement does not preclude you from bringing issues to the attention of federal or state agencies. Such agencies can, if the law permits, seek relief on your behalf.

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND BURKE & HERBERT BANK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

This Agreement pertains to a transaction in interstate commerce, and thus the Federal Arbitration Act (9 U.S.C. § 1 et seq.) applies to the interpretation and enforcement of this agreement to arbitrate. This agreement to arbitrate will survive the termination of this Agreement or of any other agreement between us.

2) Before you may seek arbitration of any claim or dispute, you must first send to Burke & Herbert Bank by certified mail, a written Notice of Dispute (“Notice”). The Notice to Burke & Herbert Bank should be addressed to: Burke & Herbert Bank, 100 S. Fairfax Street, Alexandria, Virginia 22314 (“Notice Address”)

The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). Upon receipt of the Notice, Burke & Herbert Bank may contact you to attempt to resolve the claim or dispute. If Burke & Herbert Bank and you do not resolve the claim or dispute within 30 days after the Notice is received, you or Burke & Herbert Bank may commence arbitration proceedings.

Before Burke & Herbert Bank may seek arbitration of any claim or dispute it has against you, it must comply with the Notice procedures identified directly above, except that Burke & Herbert Bank will send its Notice to your mailing address on file in its records.

During arbitration, the amount of any settlement offer made by Burke & Herbert Bank to you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled.

3) Arbitration under this Agreement will be governed by the Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. If AAA is unable or unwilling to serve as the provider or administrator of arbitration, Burke & Herbert Bank may substitute another national arbitration organization with similar procedures.

After Burke & Herbert Bank receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the arbitration filing fee, unless the value of your claim is greater than \$75,000. If you are unable to pay this fee, Burke & Herbert Bank will pay it directly upon receiving from you a written request at the Notice Address.

The arbitrator will be selected in accordance with the AAA Rules. The arbitrator is bound by the terms of this Agreement. **All issues are for the arbitrator to decide.** Unless Burke & Herbert Bank and you agree otherwise, any arbitration hearings will take place in the county of your mailing address. If the value of your claim is \$10,000 or less, Burke & Herbert Bank agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing, as established by the AAA Rules. If the value of your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award, if any, is based. The arbitrator’s decision, including any award, will be binding on the parties. Judgment upon any award may be entered in any court of competent jurisdiction.

Except as otherwise provided for herein, Burke & Herbert Bank will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with this Agreement. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Burke & Herbert Bank for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which the value of your claim is more than \$75,000, then the payment of all such fees will be governed by the AAA Rules.

4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Burke & Herbert Bank’s last written settlement offer made before an arbitrator was selected, then Burke & Herbert Bank will:

- pay you the amount of the award or \$5,000 (“the alternative payment”), whichever is greater; and
- pay your attorney, if any, reasonable attorneys’ fees, and reimburse any expenses (including, if applicable, any expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration.

If Burke & Herbert Bank did not make a written offer to settle the dispute before an arbitrator was selected and if the arbitrator awards you any relief on the merits of your claim, you and your attorney will be entitled to receive the alternative payment. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

5) The right to attorneys’ fees and expenses discussed in Paragraph (4) supplements any right to attorneys’ fees and expenses you may have under applicable

law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding that amount. However, you may not recover duplicative awards of fees or costs.

6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND BURKE & HERBERT BANK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Burke & Herbert Bank agree otherwise, the arbitrator may not consolidate more than one person's claims and may not preside over any form of a representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of this arbitration agreement shall be null and void.

CONSUMER TRUTH IN SAVINGS DISCLOSURE

Convenient Checking

MINIMUM BALANCE REQUIREMENTS. You must deposit \$25.00 to open this account. There is no monthly minimum balance requirement or monthly service fee for this account.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$5.00 per month will be charged after 366 days of inactivity

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

FEES AND CHARGES. Refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided with this conversion booklet as well as periodically when fees or charges change and upon request.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. If the account has eStatements, then it is eligible for six (6) Foreign ATM fee rebates and foreign ATM surcharges will be rebated up to \$20.00 at the end of the statement cycle.

Convenient Checking with Interest

RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account. Your interest rate and annual percentage yield may change.

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	<\$1,000	0.00%	0.00%
2	\$1,000 - \$9,999	0.05%	0.05%
3	\$10,000 - \$24,999	0.15%	0.15%
4	\$25,000 - \$49,999	0.25%	0.25%
5	\$50,000 - \$99,999	0.25%	0.25%
6	\$100,000 - \$249,999	0.50%	0.50%
7	>\$250,000	0.50%	0.50%

DETERMINATION OF RATE. At our discretion, we may change the interest rate on your account.

FREQUENCY OF RATE CHANGE. We may change the interest rate on your account at any time.

LIMITATIONS ON RATE CHANGES. There are no maximum or minimum interest rate change limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and credited monthly to this account. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$50.00 to open this account. A \$5.00 monthly fee will be imposed every month if the collected daily balance for the month falls below \$1,000.00. The fee will be waived if the account maintains at least a \$1,000.00 collected balance for the monthly cycle and the account is on eStatements. You must maintain a minimum daily balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals the minimum daily balance requirement.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$5.00 per month will be charged after 366 days of inactivity.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (i.e., checks).

TRANSACTION LIMITATION. No transaction limitations apply to this account.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were accurate as of 08/02/2024. To obtain the current rate(s) and annual percentage yield information, contact us at 1-855-571-5824.

FEE AND CHARGES. Refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided with this conversion booklet as well as periodically when fees or charges change and upon request.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. If the account has eStatements, then it is eligible for six (6) Foreign ATM fee rebates and foreign ATM surcharges will be rebated up to \$20.00 at the end of the statement cycle.

Senior Select Checking

ELIGIBILITY REQUIREMENTS. You must be 55 years of age or older to open this account.

RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account. Your interest rate and annual percentage yield may change.

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	<\$1,000	0.00%	0.00%
2	\$1,000 - \$9,999	0.05%	0.05%
3	\$10,000 - \$24,999	0.15%	0.15%
4	\$25,000 - \$49,999	0.25%	0.25%
5	\$50,000 - \$99,999	0.25%	0.25%

6	\$100,000 - \$249,999	0.50%	0.50%
7	>\$250,000	0.50%	0.50%

DETERMINATION OF RATE. At our discretion, we may change the interest rate on your account.

FREQUENCY OF RATE CHANGE. We may change the interest rate on your account at any time.

LIMITATIONS ON RATE CHANGES. There are no maximum or minimum interest rate change limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited monthly to this account. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$50.00 to open this account. You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals the minimum daily balance requirement.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$5.00 per month will be charged after 366 days of inactivity.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (i.e., checks).

TRANSACTION LIMITATION. No transaction limitations apply to this account.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were accurate as of 08/02/2024. To obtain the current rate(s) and annual percentage yield information, contact us at 1-855-571-5824.

FEE AND CHARGES. Refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided with this conversion booklet as well as periodically when fees or charges change and upon request.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. The account receives the following additional benefits: \$15 off annual Safe Deposit Box rental, and free Wallet-Oxford (W-OX) checks or \$5.00 discount on another style of checks.

Elite Checking

ELIGIBILITY REQUIREMENTS. You must maintain the Elite Savings account with the same primary owner. To receive foreign ATM surcharges rebates up to \$20.00 at the end of the statement cycle, must have an Elite savings account with the same primary owner, eStatements on both Elite Checking and Elite Savings accounts, and five (5) point of sale transaction that settle and post to the account in the statement cycle.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$25.00 to open this account. There is no monthly minimum balance requirement for this account.

There is no monthly service fee for this account.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$5.00 per month will be charged after 366 days of inactivity.

TRANSACTION LIMITATION. No transaction limitations apply to this account.

FEE AND CHARGES. Refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided with this conversion booklet as well as periodically when fees or charges change and upon request.

T-Fund Checking

RATE INFORMATION. The interest rate on your account is 3.79% with an annual percentage yield of 3.86%. Your interest rate and annual percentage yield may change.

DETERMINATION OF RATE. The interest rate on your account is based on 75% of the 13 week T-bill rate listed in the Wall Street Journal.

FREQUENCY OF RATE CHANGE. We may change the interest rate on your account at any time.

LIMITATIONS ON RATE CHANGES. There are no maximum or minimum interest rate change limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited monthly to this account. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$10,000.00 to open this account. A minimum balance fee of \$49.00 will be imposed every month if the daily balance on any day of the month falls below \$50,000.00. You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$5.00 per month will be charged after 366 days of inactivity.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (i.e., checks).

TRANSACTION LIMITATION. No transaction limitations apply to this account.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were accurate as of 08/02/2024. To obtain the current rate(s) and annual percentage yield information, contact us at 1-855-571-5824.

FEE AND CHARGES. Refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided with this conversion booklet as well as periodically when fees or charges change and upon request.

Regular Money Market

RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account. Your interest rate and annual percentage yield may change.

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	<\$2,500	N/A	N/A
2	\$2,500 - \$9,999	0.25%	0.25%
3	\$10,000 - \$49,999	0.50%	0.50%
4	>\$50,000	0.75%	0.75%

DETERMINATION OF RATE. At our discretion, we may change the interest rate on your account.

FREQUENCY OF RATE CHANGE. We may change the interest rate on your account at any time.

LIMITATIONS ON RATE CHANGES. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited monthly to this account. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$1,000.00 to open this account. A minimum balance fee of \$6.25 will be imposed every month if the daily balance on any day of the month falls below \$1,000.00. You must maintain a minimum daily balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest every day during the period that your account equals or exceeds the minimum daily balance requirement.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$5.00 per month will be charged after 366 days of inactivity.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (i.e., checks).

TRANSACTION LIMITATION. You may make more than six (6) preauthorized withdrawals, automatic or telephone transfers, checks, draft and debit card and similar transactions from your account per month or statement cycle. Teller transactions are not subject to account withdrawal limits.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were accurate as of 08/02/2024. To obtain the current rate(s) and annual percentage yield information, contact us at 1-855-571-5824.

FEE AND CHARGES. Refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided with this conversion booklet as well as periodically when fees or charges change and upon request.

Statement Savings

RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account. Your interest rate and annual percentage yield may change.

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	<\$25.00	0.00%	0.00%
2	\$25.00 - \$999.00	0.02%	0.02%
3	\$1,000 - \$9,999	0.10%	0.10%
4	\$10,000 - \$49,999	0.25%	0.25%
5	>\$50,000	0.50%	0.50%

DETERMINATION OF RATE. At our discretion, we may change the interest rate on your account.

FREQUENCY OF RATE CHANGE. We may change the interest rate on your account at any time.

LIMITATIONS ON RATE CHANGES. There are no maximum or minimum interest rate change limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited monthly to this account. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$25.00 to open this account (\$10.00 if account owner is under the age of 18). A minimum balance fee of \$5.00 (\$0.00 if account owner is under the age of 18) will be imposed every month if the daily balance on any day of the month falls below \$25.00. You must maintain a minimum daily balance of \$25.00 (\$0.01 if the account owner is under the age of 18) in the account each day to obtain the disclosed annual percentage yield. You will earn interest every day during the period that your account equals or exceeds the minimum daily balance requirement.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$5.00 per month will be charged after 1460 days of inactivity.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (i.e., checks).

TRANSACTION LIMITATION. You may make more than six (6) preauthorized withdrawals, automatic or telephone transfers, checks, draft and debit card and similar transactions from your account per month or statement cycle. Teller transactions are not subject to account withdrawal limits.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were accurate as of 08/02/2024. To obtain the current rate(s) and annual percentage yield information, contact us at 1-855-571-5824.

FEE AND CHARGES. Refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided with this conversion booklet as well as periodically when fees or charges change and upon request.

Elite Savings

ELIGIBILITY REQUIREMENTS. You must maintain the Elite Checking account with the same primary owner. To receive the qualifying interest rate shown below, must have an Elite checking account with the same primary owner, eStatements on both the Elite Checking and Elite Savings accounts, and five (5) point of sale transaction that settle and post to the account in the statement cycle in the Elite Checking account. If these requirements are not met, the savings account will receive the non-qualifying interest rate and annual percentage rate (see Elite Savings Addendum).

RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account. Your interest rate and annual percentage yield may change.

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	<\$1,000	1.00%	1.00%
2	\$1,000 - \$4,999	1.00%	1.00%
3	\$5,000 - \$9,999	1.00%	1.00%

4	\$10,000 - \$24,999	1.00%	1.00%
5	\$25,000 - \$49,999	0.02%	0.02%
6	\$50,000 - \$99,000	0.02%	0.02%
7	\$100,000 - \$250,000	0.02%	0.02%
8	>\$250,000	0.02%	0.02%

DETERMINATION OF RATE. At our discretion, we may change the interest rate on your account.

FREQUENCY OF RATE CHANGE. We may change the interest rate on your account at any time.

LIMITATIONS ON RATE CHANGES. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited monthly to this account. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$25.00 to open this account. There is no monthly minimum balance requirement for this account. There is no monthly service fee for this account. You must maintain a minimum daily balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals the minimum daily balance requirement.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$5.00 per month will be charged after 1460 days of inactivity.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (i.e., checks).

TRANSACTION LIMITATION. You may make more than six (6) preauthorized withdrawals, automatic or telephone transfers, checks, draft and debit card and similar transactions from your account per month or statement cycle. Teller transactions are not subject to account withdrawal limits.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were accurate as of 08/02/2024. To obtain the current rate(s) and annual percentage yield information, contact us at 1-855-571-5824.

FEE AND CHARGES. Refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided with this conversion booklet as well as periodically when fees or charges change and upon request.

Elite Account Addendum

ELIGIBILITY REQUIREMENTS. If the eligibility requirements are not met for the Elite Checking and Elite Savings, the savings account will receive the interest rate and annual percentage rate listed below.

RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account. Your interest rate and annual percentage yield may change.

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	<\$25.00	0.00%	0.00%
2	\$25.00 - \$999.00	0.02%	0.02%
3	\$1,000 - \$9,999	0.10%	0.10%
4	\$10,000 - \$49,999	0.25%	0.25%
5	>\$50,000	0.50%	0.50%

DETERMINATION OF RATE. At our discretion, we may change the interest rate on your account.

FREQUENCY OF RATE CHANGE. We may change the interest rate on your account at any time.

LIMITATIONS ON RATE CHANGES. There are no maximum or minimum interest rate change limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited monthly to this account. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$25.00 to open this account. A minimum balance fee of \$5.00 will be imposed every month if the daily balance on any day of the month falls below \$25.00. You must maintain a minimum daily balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest every day during the period that your account equals or exceeds the minimum daily balance requirement.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$5.00 per month will be charged after 1460 days of inactivity.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (i.e., checks).

TRANSACTION LIMITATION. You may make more than six (6) preauthorized withdrawals, automatic or telephone transfers, checks, draft and debit card and similar transactions from your account per month or statement cycle. Teller transactions are not subject to account withdrawal limits.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were accurate as of 08/02/2024. To obtain the current rate(s) and annual percentage yield information, contact us at 1-855-571-5824.

FEE AND CHARGES. Refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided with this conversion booklet as well as periodically when fees or charges change and upon request.

Special Savings

RATE INFORMATION. The interest rate on your account is 0.020% with an annual percentage yield of .020%. Your interest rate and annual percentage yield may change.

DETERMINATION OF RATE. At our discretion, we may change the interest rate on your account.

FREQUENCY OF RATE CHANGES. We may change the interest rate on your account at any time.

LIMITATIONS ON RATE CHANGES. There are no maximum or minimum interest rate change limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded annually and will be credited to the account annually. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$1.00 to open this account.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$5.00 per month will be charged after 1460 days of inactivity.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

ACCURAL ON NONCASH DEPOSITS. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (i.e., checks).

TRANSACTION LIMITATIONS. No withdrawals are allowed from this account other than at the predetermined withdrawal date. We do not have to permit early withdrawals or transfers from the account. If a withdrawal is processed, we will charge a \$12.50 per transaction fee. The compounding and crediting frequency maturity is your predetermined withdrawal date. You must select a withdrawal date so a check will be generated on that date and sent to you by mail.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. There will be a \$12.50 fee charged for closing an account early.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were accurate as of 08/02/2024. To obtain the current rate(s) and annual percentage yield information, contact us at 1-855-571-5824.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Certificate of Deposit

RATE INFORMATION. The interest rate and annual percentage yield on the account will be paid on the entire balance in your account until maturity. You will be paid the interest rate until maturity.

COMPOUNDING AND CREDITING. Interest will be compounded every three (3) months and will be credited to the account every three (3) months. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If you close your account before interest is credited, you will receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$1,000.00 to open this account.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit a noncash item(s) (for example, checks.)

TRANSACTION LIMITATIONS. You may not make deposits into or withdrawals from your account until the maturity date.

MATURITY DATE. Your account will mature based on the terms as described on the page outlining CD Conversion information.

EARLY WITHDRAWAL PROVISIONS. We may impose a penalty if you withdraw any of the principal before the maturity date. Interest penalty will be calculated on the amount withdrawn. Accordingly, the following penalties will apply based on the amount withdrawn and the original term of the Time Deposit.

Current Term	Interest Penalty For Early Withdrawal
3 Month (90 Day)	Three (3) month's interest
5 - 9 Month	Three (3) month's interest
10 - 18 Month	Six (6) month's interest
23 - 30 Month	Nine (9) month's interest
36 - 84 Month	Twelve (12) month's interest

You understand the law requires us to charge at least seven days simple interest on any amount withdrawn (a) with the first six days after the account is opened, or (b) within six days after a partial early withdrawal.

RENEWAL POLICIES. Your account will automatically renew at maturity. You will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

CURRENT RATE INFORMATION. To obtain the current rate(s) and annual percentage yield information, contact us at 1-855-571-5824.

Individual Retirement Account

RATE INFORMATION. The interest rate and annual percentage yield on the account will be paid on the entire balance in your account until maturity. You will be paid the interest rate until maturity.

COMPOUNDING AND CREDITING. Interest will be compounded every three (3) months and will be credited to the account every three (3) months. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If you close your account before interest is credited, you will receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$500.00 to open this account.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCURAL ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit a noncash item(s) (for example, checks.)

TRANSACTION LIMITATIONS. You may make unlimited deposit into this account until maturity. You may not make withdrawals from this account except for normal distributions.

MATURITY DATE. Your account will matured based on the terms as described on the page outlining IRA Conversion information.

EARLY WITHDRAWAL PROVISIONS. We may impose a penalty if you withdraw any of the principal before the maturity date. Interest penalty will be calculated on the amount withdrawn. Accordingly, the following penalties will apply based on the amount withdrawn and the original term of the Time Deposit.

Current Term	Interest Penalty For Early Withdrawal
3 Month (90 Day)	Three (3) month's interest
5 - 9 Month	Three (3) month's interest
12 - 18 Month	Six (6) month's interest
24 - 30 Month	Nine (9) month's interest
36 - 84 Month	Twelve (12) month's interest

You understand the law requires us to charge at least seven days simple interest on any amount withdrawn (a) with the first six days after the account is opened, or (b) within six days after a partial early withdrawal.

RENEWAL POLICIES. Your account will automatically renew at maturity. You will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

CURRENT RATE INFORMATION. To obtain the current rate(s) and annual percentage yield information, contact us at 1-855-571-5824.

CONSUMER ELECTRONIC FUND TRANSFER DISCLOSURE
Consumer Accounts Only

For purposes of this disclosure the terms “we”, “us” and “our” refer to Burke & Herbert Bank. The terms “you” and “your” refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Burke & Herbert Bank Visa Debit Card (hereinafter referred to collectively as “Debit Card”) at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of EFT services provided by Burke & Herbert Bank in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

DEFINITION OF BUSINESS DAY. Business days are Monday through Friday excluding holidays.

BURKE & HERBERT BANK VISA DEBIT CARD SERVICES.

The services available through use of your Debit Card are described below.

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), and loan accounts.
- You may make payments on consumer loans, home mortgage loans, and Personal Lines of Credit that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.
- You may use your card at any merchant that accepts Visa® Debit Cards for the purchase of goods and services.

BURKE & HERBERT BANK ATM SERVICES.

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your Debit Card at our Burke & Herbert Bank ATM terminals, you may access your accounts through the following network(s): CIRRUS, VISA, NYCE, ALLPOINT.

ATM FEES. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

POINT OF SALE TRANSACTIONS. Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as “Participating Merchants”). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as “Point of Sale” transactions and will cause your “designated account” to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance and, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Burke & Herbert Bank Visa Debit Card: Checking, NOW Accounts.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

AUTHORIZATION HOLDS. An authorization hold is a temporary hold that is placed on your account for certain Debit Card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

CURRENCY CONVERSION - Visa®. When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa® itself receives, or the government-mandated

rate in effect for the applicable transaction date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the transaction date may differ from the rate in effect on the central processing date or the posting date.

IMPORTANT ADDITIONAL FEE NOTICE. Visa® charges an International Service Assessment Fee on all international transactions. Therefore, you will be charged 1.00% of the dollar amount of the transaction for each international transaction completed with your Visa® card when the country of the merchant or machine is different than your country as cardholder. Be aware that when making online purchases you may not know that the merchant is located in a different country.

SERVICES PROVIDED THROUGH USE OF AUTOMATED TELEPHONE BANKING. You may perform the following functions through use of Automated Telephone Banking:

You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), and loans.

You may make payments on consumer loans, home mortgage loans, home equity loans, and Personal Lines of Credit that you have with us.

In addition, you may perform other transactions such as: receiving current transaction postings via email and initiating a stop payment request.

PREAUTHORIZED TRANSFER SERVICES.

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

SERVICES PROVIDED THROUGH USE OF BURKE & HERBERT BANK ONLINE BANKING. Burke & Herbert Bank offers its customers use of our Burke & Herbert Bank Online Banking service. Depending on your Online Banking profile and the account type(s) connected to it, you may perform the following functions through use of Online Banking:

- View account balances and transaction history.
- View and download account statements and check images.
- Initiate funds transfers between accounts maintained at the Bank, including transfer payments to loan accounts, and transfer advances from lines of credit.
- Initiate Bank to Bank transfers between your Burke & Herbert Bank accounts and those you own at other financial institutions.
- Initiate payments to businesses, people and charitable organizations.
- View and download eStatements.

ELECTRONIC CHECK CONVERSION. If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

LIMITATIONS ON TRANSACTIONS

TRANSACTION LIMITATIONS - BURKE & HERBERT BANK VISA DEBIT CARD.

CASH WITHDRAWAL LIMITATIONS. You may withdraw up to \$1,000.00 through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. Burke & Herbert Bank reserves the right to change dollar amount limits at any time upon prior notification.

POINT OF SALE LIMITATIONS. You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

OTHER WITHDRAWAL LIMITATIONS. The dollar limits stated above are the initial limits at card issuance and may be adjusted at a later time by the Bank. The total number of transactions that may be performed per day per card is 30.

OTHER LIMITATIONS. You may transact up to \$1,500.00 through Zelle in any one day. We reserve the right to impose limitations for security purposes at any time.

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. We may limit the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You may be limited to six (6) such transactions from each savings or money market account you have per statement period for purposes of making a payment to a third party or by use of a telephone, computer, or wireless handheld device. Please refer to the Account Agreement for more information regarding transaction limitations.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.

TRANSACTION RECEIPTS. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- You can call us at (855) 571-5824 to find out whether or not the deposit has been made.

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Burke & Herbert Bank immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by going to a Burke & Herbert Bank branch location and changing it through a secured PIN Select device, at a Burke & Herbert Bank ATM or via telephone at 877-440-0800.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS.

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: 855-571-5824 or call Automated Telephone Banking at 877-440-0800 or

write to: P.O. Box 268

Alexandria, Virginia 22313-0268

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS. If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT. If you believe your Debit Card or PIN or Internet banking access code has been lost or stolen,

call us at: 1-855-571-5824 (This number is available 24/7 to report lost or stolen Visa Debit Cards or compromised PINs)

or write to: P.O. Box 268, Alexandria, Virginia 22313-0268

You must notify Burke & Herbert Bank within two (2) business days after learning the loss, theft or misuse, of your Visa Debit Card and/or PIN. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY. Tell us AT ONCE if you believe your Debit Card, PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card, PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING BURKE & HERBERT BANK VISA DEBIT CARD.

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under "Consumer Liability" above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions, are described under "Consumer Liability" above.

ILLEGAL USE OF BURKE & HERBERT BANK VISA DEBIT CARD. You must not use your Burke & Herbert Bank Visa Debit Card for any illegal transactions, including internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers,

call us at: (855)-571-5824 or write to: P.O. Box 268, Alexandria, VA 22313-0268 or use the current information on your most recent account statement. Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt.

You must contact Burke & Herbert Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety

(90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty

(30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Debit Card use within five (5) business days of notification of the loss, unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.

PER TRANSACTION CHARGE. We may assess a fee for each preauthorized transfer, ATM transaction, telephone transaction or Point of Sale purchase you make. Please see the applicable Fee Schedule to determine the applicable amount.

FEES. You may be charged a fee for withdrawals of cash under certain circumstances, whether they take place at proprietary machines or through a network or are Point of Sale transfers or transfers made without the use of your Debit Card. The circumstances under which such charges will be assessed, as well as the amount of the charge, are included in the current Fee Schedule, which is hereby incorporated into this document.

FEE SCHEDULE. The Fee Schedule referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Burke & Herbert Bank upon request.

DISCLOSURE OF ACCOUNT INFORMATION. We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and Burke & Herbert Bank. Additional VISA rules may apply.

OVERDRAFT AND OVERDRAFT PRIVILEGE SERVICE POLICY

OVERDRAFTS

An overdraft occurs when you do not have enough money in your account to cover a transaction. We are never obligated to pay any non-sufficient funds items ("NSF overdrafts") presented for payment if your account does not have sufficient collected funds. If, in our sole discretion, we do honor/pay any such NSF overdraft(s) for you, you agree that you are liable for both the principal amount(s) of any such items and our Overdraft Fees. You agree that you have no right to defer payment of any NSF overdraft(s) we may pay for you and that any NSF overdraft principal amount(s) and our Overdraft Fees shall be due and payable immediately or on demand.

OVERDRAFT PRIVILEGE SERVICE

Burke & Herbert Bank offers an Overdraft Privilege Service. If your account qualifies for Overdraft Privilege Service, we will consider, without obligation on our part, paying items for which your account has insufficient or unavailable funds, instead of automatically returning those items unpaid.

TRANSACTIONS THAT MAY QUALIFY FOR OVERDRAFT PRIVILEGE SERVICE

Although there are many reasons why your account might become overdrawn, most overdrafts result from the following:

- a) You write a check, swipe your debit card or initiate an electronic funds transfer in an amount that exceeds the amount of funds available in your account;
- b) You deposit a check or other item into your account and the item is returned unpaid which causes a negative balance in your account once your balance is reduced by the amount of the returned check;
- c) You have inadequate funds in your account when we assess a fee or service charge; or
- d) You initiate a transaction before funds deposited into your account are "available" or "finally paid" according to our Funds Availability Policy. For example, if you deposit a check into your account, the proceeds of that check may not be available to you after you deposit the check. If you do not have sufficient funds in your account—independent of the check—to cover the transaction, you will incur an overdraft.

Participation in Overdraft Privilege Service is not mandatory. You may opt-out of the service at any time by notifying us at any branch location or calling our Customer Contact Center. Overdraft Privilege Service applies to a variety of transactions, including checks and other transactions made using your checking account such as automatic bill payments, ATM transactions and everyday debit card transactions. For consumer (personal) accounts, we will not include ATM and everyday debit card transactions within Overdraft Service without first receiving your consent to do so. Absent your consent, ATM and everyday debit card transactions generally will be not be paid under Overdraft Privilege Service. Furthermore, you may revoke your consent to have ATM and everyday debit card transactions considered for payment under Overdraft Privilege Service without removing other items from the service.

As noted above, we retain full discretion to decline to pay any item under Overdraft Privilege Service. This means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If we do not authorize payment of an overdraft, your transaction will be declined and we may assess NSF fees on your account in accordance with your account agreement and the fee schedule in effect at the time of the overdraft.

FEES

For each overdraft we pay, we will charge the standard per item overdraft fee set forth in our fee schedule. We will notify you by mail if we pay or return any insufficient or unavailable funds items on your account; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts, including our fees, is due and payable immediately or on demand. There is a daily limit of six (6) OD/NSF fees per consumer account. There is not a daily limit on the number of OD/NSF fees that may be assessed on a business account.

ACCOUNTS ELIGIBLE FOR OVERDRAFT PRIVILEGE SERVICE

Overdraft Privilege Service is a discretionary service and is generally limited to an \$800 overdraft (negative) balance for eligible personal checking accounts; or a \$1,500 overdraft (negative) balance for eligible business checking accounts. Please note that overdraft fees count toward your overdraft limit. We may in our sole discretion limit the number of accounts eligible for Overdraft Privilege Service to one account per household or per taxpayer identification number. Furthermore, Overdraft Privilege Service is usually extended only to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics:

- a) The account demonstrates consistent deposit activity;
- b) The account owner is current on all loan obligations with us and generally has no other accounts that are currently overdrawn;
- c) The account maintains a positive balance (not overdrawn) at least once every thirty (30) days.
- d) The account is not subject to any legal or administrative order or levy, tax lien, or restrictive hold;
- e) The account owner should not have a deteriorating financial condition, pending or actual bankruptcy; and
- f) The account should have a good address

ACCOUNTS INELIGIBLE FOR OVERDRAFT PRIVILEGE SERVICE

The following types/classifications of accounts are not eligible for Overdraft Privilege Service: Associations, Charitable and Nonprofit Organizations, Bankruptcy Estates, Debtors-in-Possession, Pension and Profit Sharing Plans, Public Funds, Escrow, Estate, Fiduciary, Guardian, Minor (not of legal age), Regulation O Insiders, Representative Payees, certain types of Trusts, Special Purpose or those that require Special Handling.

OVERDRAFT PROTECTION

In addition to Overdraft Privilege Service, we offer Overdraft Protection options for personal checking accounts. These include Overdraft Protection from a savings, money market, or other checking account and a Personal Line of Credit (subject to credit approval) that can be attached to a checking account. These Overdraft Protection options may be less expensive than Overdraft Privilege Service. To learn more, please visit your local branch.

WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction, and we pay it anyway. We can cover your overdrafts in two ways:

- We have overdraft privilege service (see below) that comes with your account.
- We also offer several overdraft protection options for personal checking accounts. These include overdraft protection from a savings, money market, or other checking account and a personal line of credit (subject to credit approval) that can be attached to a checking account. These overdraft protection options may be less expensive than our overdraft service, depending upon each customer’s situation.

This notice explains our overdraft privilege service.

WHAT IS THE OVERDRAFT PRIVILEGE SERVICE THAT COMES WITH MY CHECKING ACCOUNT?

With overdraft privilege service, we do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions (i.e., those made using your Burke & Herbert Bank Visa® Debit Card)

We pay overdrafts at our discretion, which means we do not guarantee that we always will authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

WHAT FEES WILL I BE CHARGED IF BURKE & HERBERT BANK PAYS MY OVERDRAFT?

- We will charge you an overdraft fee (\$32.00 per overdraft, as noted in our Schedule of Fees) each time we allow a transaction that results in an overdraft.
- For Consumer Accounts, we will not charge you more than six fees per day for overdrawing your account.
- We will not charge you an overdraft fee for items that result in an overdrawn balance of \$10.00 or less.

WHAT IF I WANT BURKE & HERBERT BANK TO AUTHORIZE AND PAY OVERDRAFTS ON MY ATM AND EVERYDAY DEBIT CARD TRANSACTIONS?

If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, please complete the form below. You also may provide your authorization by telephone by calling our Customer Contact Center at 1-855-571-5824. You may also submit the form by mail to: P.O. Box 268, Alexandria, VA 22313-0268.

WHAT IF I WANT TO REVOKE MY OPT IN DECISION WITH BURKE & HERBERT BANK TO AUTHORIZE AND PAY OVERDRAFTS ON MY ATM AND EVERYDAY DEBIT CARD TRANSACTIONS?

You may withdraw your Opt In selection at any time by contacting any branch location, calling the Customer Contact Center or submitting in writing at the address above.

I want Burke & Herbert Bank to authorize and allow ATM and everyday debit card transactions that may create an overdraft on my account listed below.

Name: _____
(Please print)

Account Number: _____

Signature*: _____ Date: _____

* Only one signature required even if your account has multiple owners.

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CONSUMER AND BUSINESS FUNDS AVAILABILITY POLICY

PURPOSE OF THIS DISCLOSURE. Our general policy is to allow you to withdraw funds deposited in a transaction account by the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit. Our complete policy is summarized below.

For purposes of this disclosure, the terms “you”/“your” refer to the customer and the terms “our”/“we”/“us” refer to Burke & Herbert Bank.

Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

DETERMINING THE AVAILABILITY OF YOUR DEPOSIT. The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term “Business Day” means any day other than a Saturday, Sunday or federally declared legal holiday, and the term “Banking Day” means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

AVAILABILITY SCHEDULE. Our policy is to make funds from your cash and check deposits available to you by the first Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the 7th Business Day after the day of your deposit. The first \$300.00 of your deposits, however, may be available on the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$6,800 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

SPECIAL RULES FOR NEW ACCOUNTS. If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Same Day Availability. Funds from cash*, wire transfers, and electronic direct deposits made to your account will be available on the day we receive the deposit. In addition, the first \$6,800 of a day’s total deposits of:

- U.S. Treasury checks
- U.S. Postal Service money orders**
- Federal Reserve Bank or Federal Home Loan Bank checks**
- State or Local Government checks**
- Cashier’s, Certified, or Teller’s checks**
- Traveler’s Checks**

will also be available the day of deposit.

Funds Exceeding \$6,800. The excess over \$6,800 of a day’s total check deposits will be available by the 9th Business Day after the day of your deposit.

Other Check Deposits. Funds from all other check deposits will be available by the 9th Business Day after the day of deposit.

* Cash Deposits. Funds from cash deposits (whether or not they are made in person to an employee of Burke & Herbert Bank) are made available on the same Business Day that we receive your deposit.

** Check Deposits. Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; Cashier’s, Certified, or Teller’s Checks; and Traveler’s checks. In order for these check deposits to be made available according to the funds availability schedule above, the checks must be made payable to you and deposited into your account. If any of these conditions are not satisfied, then the first \$6,800 of a day’s total check deposits will be made available no later than the second Business Day after the day of your deposit.

FOREIGN CHECKS. Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

DEPOSITS AT AUTOMATED TELLER MACHINES. We only allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

CONSUMER AND BUSINESS SUBSTITUTE CHECK POLICY DISCLOSURE
IMPORTANT INFORMATION ABOUT YOUR ACCOUNT
Substitute Checks and Your Rights

WHAT IS A SUBSTITUTE CHECK? To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof or payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

WHAT ARE MY RIGHT REGARDING SUBSTITUTE CHECKS? In Certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to you account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal. (for example, bounced check fees).The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under the law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if you account earn interest) within 10 business days after we received you claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received you claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by:

Phone at: 1-855-571-5824

Mail at: P.O. Box 268
Alexandria, VA 22313-0268

Email at: infro@burkeandherbertbank.com

You must contact us within 40 calendar day of the date that we mailed (or otherwise delivered by a mean to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think he amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you receive is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check.

An expedited re-credit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within 10 business days of the oral claim.

BUSINESS DEPOSIT ACCOUNT AGREEMENT

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

- “You,” “your,” and “account owner” refer to the Customer named on the account.
- “We,” “our,” and “us” refer to the Bank, Burke & Herbert Bank.
- “Item” or “items,” as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- “Debit transactions,” “debit,” or “debits” refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- “Credit transactions,” “credit,” or “credits” refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

GENERAL AGREEMENT. You understand that the following Account Agreement (“Agreement”) governs your Checking account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

YOUR CHOICE OF ACCOUNT. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

BUSINESS ACCOUNTS. Business accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit-basis; and any individual who intends to use the account for carrying on a trade or business. We reserve the right to require separate written authorization, in a form acceptable to us, telling us who is authorized to act on your behalf. We are authorized to follow the directions of a person designated as having authority to act on the entity’s behalf until we receive written notice that the authority has been terminated and have had a reasonable time to act upon that notice.

ADDITIONAL DOCUMENTS TO OPEN ACCOUNT. You agree to supply us with a copy of any chartering document, Operating Agreement, or related documents requested by us.

SOLE PROPRIETORSHIP – WITHOUT PAYABLE ON DEATH DESIGNATION. The party to the single-party account without P.O.D. (Payable on Death) designation owns the account. On the death of the party, ownership passes as of the party’s estate under the party’s will or by intestacy.

ESCROW, TRUST, FIDUCIARY AND CUSTODIAL ACCOUNTS. When your account is set up as an escrow account, trust account, fiduciary account or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

TRANSFERS AND ASSIGNMENTS. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

POWER OF ATTORNEY. If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form or appointment.

TRANSACTION LIMITATIONS. We limit the number of transfers or withdrawals you can make on a money market and savings account. You understand that we will not allow more transfers or withdrawals than the maximum number specified in the account opening documents, and we may close your account, take away your ability to transfer funds, charge you a fee, or convert the account to a checking account or other transaction account if the restriction is violated.

RESTRICTIVE LEGENDS. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are “two signatures required”, “must be presented within 90 days” or “not valid for more than \$1,000.00.”

STALE OR POSTDATED CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

PREAUTHORIZED CHECKS OR DRAFTS. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

VERIFYING FUNDS AVAILABILITY FOR CHECK. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

CHECK SAFEKEEPING. If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Schedule of Fees or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

YOUR RESPONSIBILITY FOR BACK OF CHECK. All negotiable paper (“checks”) presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items (“ECI”) are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

SUBSTITUTE CHECKS. To make check processing faster, federal law permits financial institutions to replace original checks with “substitute checks.” These substitute checks are similar in size to the original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

REMOTE DEPOSIT CAPTURE. Remote deposit capture (“RDC”) allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, “for mobile deposit only” or “for mobile deposit at Burke & Herbert Bank only.”

REMOTELY CREATED CHECKS. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse to deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer’s express, verifiable authorization for any such check.

WITHDRAWALS. Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

DEPOSITS. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

FOREIGN ITEMS. If an item is payable at a foreign bank or if a currency is deposited, you will be responsible for all collection charges and exchange rate risk on it. You understand that we will not credit that kind of deposit until receiving the proceeds in United States currency.

COLLECTION OF DEPOSITED ITEMS. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

UNLAWFUL INTERNET GAMBLING. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

STATEMENTS. We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one

year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

ELECTRONIC STATEMENTS AND NOTICES. You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your account opening documents.

ACH AND WIRE TRANSFERS. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Virginia, West Virginia, Maryland, Delaware and Kentucky. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House (“ACH”) entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association (“Nacha”) Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

PROVISIONAL PAYMENT. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

INTERNATIONAL ACH TRANSACTIONS. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

NOTICE OF RECEIPT. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

CHOICE OF LAW. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

STOP PAYMENTS.

STOP PAYMENT ON CHECKS. You may stop payment on a check drawn against your account by a record or written order, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. We reserve the right to confirm your request in writing. A Stop Payment Order on a check remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

STOP PAYMENT ON ACH DEBITS. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. A Stop Payment Order on an ACH debit remains in effect until the earlier of 1) your withdrawal of the Stop Payment Order, 2) the return of the debit entry, or 3) six months from the date of the Stop Payment Order, unless you renew the Stop Payment Order. You may renew the Stop Payment Order for an additional six months to prevent the transfer from being paid by providing a request to us within the time period the Stop Payment Order is in effect. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provision of the Uniform Commercial Code 4A in effect in the state in which we are located, Nacha Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

DEATH OR INCOMPETENCY. Neither the death nor the legal adjudication of incompetence of any individual authorized to act on your behalf revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

NON-SUFFICIENT FUNDS AND OVERDRAFTS - ACTUAL (LEDGER) BALANCE.

HOW WE DECIDE TO PAY AN ITEM OR DEBIT. We use an actual (ledger) balance method to determine whether there are sufficient funds in your account to pay a debit transaction or item. The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

HOW WE ASSESS FEES. If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

RETURN ITEM FOR NON-SUFFICIENT FUNDS. If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or re-presentation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

OVERDRAFTS. If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

PROCESSING ORDER. We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for them in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

SIGNATURES. Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine. If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures. Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS. You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Schedule of Fees or Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

WITHDRAWAL NOTICE REQUIREMENTS. If this is an interest-bearing account (other than a Time Deposit and Business Interest Account), we have the right to require seven days prior written notice from you of your intent to withdraw any funds from your account.

SET-OFFS AND SECURITY INTEREST. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law

(called “set-off”) and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

CLAIMS. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process (“Claim(s)”), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Schedule of Fees.

DORMANT/INACTIVE ACCOUNTS. You understand that if your account is dormant or inactive, we may charge fees specified in the Disclosures to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

ATTORNEYS’ FEES AND EXPENSES. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys’ fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

LEGAL PROCESS AGAINST ACCOUNT. You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

CLOSING ACCOUNT. We may close the account at any time, with or without cause, after sending you notice as required by the law. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

OUR WAIVER OF RIGHTS. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

YOUR WAIVER OF NOTICE. By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

NOTICE. You are responsible for notifying us of any change to the name, type or address of your entity or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

CERTIFIED BENEFICIAL OWNER INFORMATION. You are responsible for notifying us of any changes to the certified beneficial ownership information of the legal entity customer that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

TELEPHONE AND ELECTRONIC COMMUNICATION. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

ONLINE OR MOBILE SERVICES. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver’s license or other personal identification card, or we may receive an image or make a copy of your driver’s license or other personal identification card. We may store or retain this information to the extent permitted by law.

AMENDMENTS AND ALTERATIONS. Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records.

EFFECTIVE APPLICABLE LAWS AND REGULATIONS. You understand that this Agreement is governed by the laws of Virginia, West Virginia, Maryland, Delaware and Kentucky except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

In addition to the General Rules, your Time Deposit account (“Certificate”) may be subject to the following:

ACCOUNT TERMS. The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), annual percentage yield (APY), length of term period, renewability and date of maturity as specified on the Certificate and in any documents provided to you at the time of account opening. Interest will not be compounded unless noted in the Certificate and any documents and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the annual percentage yield (APY).

WITHDRAWAL PRIOR TO MATURITY. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the provided documents, if any.

EARLY WITHDRAWAL PENALTY. Unless provided otherwise in the provided documents, if any, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account’s maturity date. The method for determining that penalty is described in the provided documents, if any.

RENEWAL. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal to or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. When applicable to your Certificate, the grace period following the maturity date is described in the provided documents, if any.

LOST OR STOLEN CERTIFICATES. We can refuse to allow withdrawals which you request without your Certificate. If your Certificate is lost or stolen, you agree to immediately notify us in writing.

EARLY WITHDRAWAL PROVISIONS. We may impose a penalty if you withdraw any or all of the funds before the maturity date. Accordingly, the following penalties will apply based on the amount withdrawn and the original term of the Certificate: for terms between One (1) and Nine (9) months, three (3) months interest; for terms between Ten (10) and Eighteen (18) months, Six (6) months interest, for terms between Nineteen (19) and Thirty-five (35) months, Nine (9) months interest; for terms between Thirty-six (36) and Eighty-four (84) months, Twelve (12) months interest. You understand the law requires us to charge at least seven (7) days simple interest on any amount withdrawn (a) within the first six (6) days after the account is opened or (b) within six days after a partial early withdrawal.

**BUSINESS RESOLUTION OF DISPUTES BETWEEN YOU AND
BURKE & HERBERT BANK & TRUST COMPANY (“BURKE & HERBERT BANK”)
(PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS).**

References to “Burke & Herbert Bank,” “you,” and “us” include each of our respective subsidiaries, corporate parents, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users of your Burke & Herbert Bank demand deposit account(s) or Burke & Herbert Bank-branded debit or automated teller machine card(s) under this Agreement or any prior or other agreements between us. Arbitration is more informal than a lawsuit in court. Instead of a judge or jury, arbitration uses a neutral arbitrator. Arbitration also permits more limited discovery than in court and is subject to very limited review by courts. However, arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**

(1) Burke & Herbert Bank and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. This agreement to arbitrate includes (but is not limited to):

- claims arising out of or relating in any way to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before this or any prior Agreement between us came into existence, including any claims relating to advertising; and
- claims that may arise after the termination of this Agreement or any other agreement between us.

This arbitration agreement does not preclude you from bringing issues to the attention of federal or state agencies. Such agencies can, if the law permits, seek relief on your behalf.

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND BURKE & HERBERT BANK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

This Agreement pertains to a transaction in interstate commerce, and thus the Federal Arbitration Act (9 U.S.C. § 1 et seq.) applies to the interpretation and enforcement of this agreement to arbitrate. This agreement to arbitrate will survive the termination of this Agreement or of any other agreement between us.

(2) Before you may seek arbitration of any claim or dispute, you must first send to Burke & Herbert Bank, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Burke & Herbert Bank should be addressed to: Burke & Herbert Bank, 100 S. Fairfax Street, Alexandria, Virginia 22314 (“Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). Upon receipt of the Notice, Burke & Herbert Bank may contact you to attempt to resolve the claim or dispute. If Burke & Herbert Bank and you do not resolve the claim or dispute within 30 days after the Notice is received, you or Burke & Herbert Bank may commence arbitration proceedings.

Before Burke & Herbert Bank may seek arbitration of any claim or dispute it has against you, it must comply with the “Notice” procedures identified directly above, except that Burke & Herbert Bank will send its “Notice” to your mailing address on file in its records.

(3) The Arbitration under this Agreement will be governed by the Commercial Arbitration Rules (collectively “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. If AAA is unable or unwilling to serve as the provider or administrator of arbitration, Burke & Herbert Bank may substitute another national arbitration organization with similar procedures.

The arbitrator will be selected in accordance with the AAA Rules. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator’s decision, including any award, will be binding on the parties. Judgment upon any award may be entered in any court of competent jurisdiction.

(4) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **YOU AND BURKE & HERBERT BANK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Burke & Herbert Bank agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not preside over any form of a representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of this arbitration agreement shall be null and void.

BUSINESS ACCESS CARD DISCLOSURE AND AGREEMENT

DEFINITIONS. The terms “we”, “us” and “our” refer to the Bank, Burke & Herbert Bank. For purposes of this disclosure and agreement, the terms “you” and “your” refer to the Authorized Signer, whether one or more, who are acting in his or her legal authority on behalf of the recipient of this disclosure, and the term “Cardholder” refers to any and all individuals authorized by Authorized Signer under this agreement to receive and use an access card. The terms “cards” or “card” refer to the access card(s) issued under this agreement, whether used for business purpose point-of-sale (“POS”) purchases or automated teller machine (“ATM”) transactions. The term “Agreement” refers to this Business Access Card Disclosure and Agreement.

AGREEMENT. Business access cards are issued based upon the contract terms and conditions of this Agreement and other important disclosures, such as the Agreement and Disclosures provided for the accounts indicated.

APPLICABLE LAW. The access cards issued under this Agreement are for business purposes only and are governed by the laws of this state and by federal laws and regulations. The cards may not be used for personal purposes and are not covered under the consumer protection of the Electronic Fund Transfer Act and Regulation E. If any part of this Agreement becomes unenforceable, it will not affect our right and ability to enforce any other part of this Agreement.

CARD ISSUANCE. Each approved Cardholder receives a card and a personal identification number (“PIN”) to transact activity, within the specified authorization limits that you have authorized for the Cardholder. You understand that the cards remain our property and may be taken back by us at any time. You understand that we reserve the right to impose limitations for security purposes at any time.

CARD USAGE. You agree that Cards should not be used for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or that lacks sufficient funds to complete the transaction. Additionally, you agree the Cards should not be used for a transaction that would exceed your account balance plus the available credit on any credit line attached to your account, if a line of credit is indicated. You understand that we are not required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account, and you agree to pay us the amount of the improper withdrawal or transfer upon request.

NETWORK CARD USAGE. You understand that the ability of the Cardholder to perform the transactions or access the accounts as authorized can vary as networks may not perform or permit all of the authorized transactions, for example, deposits and transfers may not be able to be transacted at ATMs located out of state. Besides being able to use the cards at our proprietary ATMs, when provided, Cardholder may access your accounts through the following networks: Cirrus, Visa, NYCE. When Cardholder uses an ATM not owned by us (non-proprietary), you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if Cardholder does not complete a fund transfer.

ILLEGAL USAGE. You agree that Cardholder must not use the card for any illegal transactions, including internet gambling and similar activities.

POS TRANSACTIONS/DESIGNATED ACCOUNT. You understand that a Cardholder may use the card to purchase goods and services, when so authorized, from merchants (“Participating Merchants”) that have arranged to accept the card as a means of payment. POS transactions will cause your “designated account” to be debited for the amount of the purchase. The designated account for debit transactions is your checking account. In the event that this account is closed by you for any reason, you will notify us of a replacement designated account. In addition, a debit card may be used, when so authorized, at any Participating Merchant that accepts Visa® debit cards for the purchase of goods and services. Cards may also be used to obtain cash from your designated account at participating financial institutions, when so authorized. You agree to prohibit Cardholder from requesting cash back as part of any purchase at a Participating Merchant.

Each time a Cardholder uses his or her card, the amount of the transaction will be debited from your designated account. You understand we have the right to return any check or other item drawn against your account to ensure there are sufficient funds available to pay for the card transactions. We may pay transactions at our discretion that exceed your actual (ledger) account balance. You agree to pay an amount equal to the overdrawn balance plus any overdraft fees. You also agree to pay overdraft fees for each transaction that causes your account balance to be exceeded.

AUTHORIZATION HOLDS. An authorization hold is a temporary hold that is placed on your account for certain debit card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

CURRENCY CONVERSION - Visa®. When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable transaction date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the transaction date may differ from the rate in effect on the central processing date or the posting date.

IMPORTANT ADDITIONAL FEE NOTICE. Visa® charges an International Service Assessment Fee on all international transactions. Therefore, you will be charged 1.000% of the dollar amount of the transaction for each international transaction completed with your Visa® card when the country of the merchant or machine is different than your country as cardholder. Be aware that when making online purchases you may not know that the merchant is located in a different country.

DOCUMENTATION. Upon completing a transaction at an ATM, Cardholder will receive a printed receipt documenting the transaction (unless Cardholder chooses not to get a paper receipt or the transaction is less than \$15.00). These receipts (or the transaction number given in place of the paper receipt) should be provided to you by Cardholder and retained by you to verify that a transaction was performed. Cardholder will receive a receipt at the time he or she performs any transaction using the card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

LIABILITY. You agree to instruct Cardholder that the card issued may not be used for personal purposes. You understand that you are responsible for the transactions completed by Cardholder whether or not the transactions are in furtherance of the business of the recipient of this disclosure. Further, you understand that you remain responsible for the transactions of Cardholder unless and until you provide notice to us of the revocation of Cardholder’s authority and card, in a manner required by us, and we are given a reasonable time period to act upon it. Misuse of the access cards and the accounts may cause the cards to be taken back by us and the accounts to be closed, and you will remain liable for the payment of any overdraft balance and fees due to these transactions.

Tell us at once if you believe your card or PIN has been lost or stolen. If you fail to notify us within 60 days of the periodic statement being mailed or otherwise being made available for your review, we will deem the transactions reported in the periodic statement to be accurate and authorized.

LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING BURKE & HERBERT BANK VISA DEBIT CARD. The limitations on your liability for unauthorized transactions described above generally apply to all card transactions. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under “Liability” above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based debit transactions not processed by the Visa® or Plus

Network, including ATM transactions, are described under "Liability" above.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. You understand that there are exceptions allowed by applicable law for which we will not be liable, such as but not limited to:

- If through no fault of ours, you do not have sufficient funds in your account to complete the transaction;
- If the transaction would result in your exceeding the credit limit on your line of credit, when one is indicated;
- If the ATM was not working properly and Cardholder knew about the breakdown before starting the transaction;
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transaction, despite the reasonable precautions we have taken;
- If we have terminated our Agreement with you;
- When the card has been reported lost or stolen or we have reason to believe that something is wrong with transaction;
- If we receive inaccurate or incomplete information needed to complete a transaction;
- If the funds in your account are subject to legal action preventing a transaction to or from your account; and
- If the ATM does not have enough cash to complete the transaction.

SECURITY PROCEDURES. You agree to ensure that reasonable measures are used to maintain the security of the card and PIN, such as not revealing the PIN to any person, or writing the PIN on the card or on any item kept with the card. You understand a card cannot be transferred to another person. You agree to inform us immediately of any lost or stolen access card, any compromised PIN, any change to or revocation of the access authority of Cardholder, and of any discovered unauthorized activity. Our contact information for such notification is:

Written Notification: Burke & Herbert Bank Address Notification: P.O. Box 268 Alexandria, VA 22313-0268

Phone Notification: (703)684-1655 during hours: 24 hours a day 7 days a week

You understand that we may require a written confirmation of an oral notification, and that we have the right to refuse a transaction on your account when a card or PIN has been reported lost or stolen, or when you reasonably believe there is unusual activity on your account.

DISPUTED TRANSACTIONS. In case of a suspected error or for a question about card transactions, you agree to contact us as soon as possible, no later than 60 days after a periodic statement has been mailed or made available to you, to obtain further information regarding the transaction or to request an investigation. You understand that you need to provide us with the following information: 1. Your name and the account number of the activity in question; 2. A description of that activity, including the dollar amount, and 3. an explanation of the reason you are questioning the activity or requesting either additional information or an investigation. If you contact us with an oral request, we may require that you send in a written confirmation. Our contact information for such notification is:

Written Notification: Burke & Herbert Bank Address Notification: P.O. Box 268 Alexandria, VA 22313-0268

Phone Notification: 1-855-571-5824 during hours: 8:00am – 7:00pm (Monday – Friday), 8:00 – 5:00pm (Saturday)

You understand that we will determine whether an error occurred within 10 days after we receive your request and will correct any error promptly. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account. For the purpose of this paragraph, an account is a new account for a period of thirty (30) days from the date of the first deposit to the account. Within 3 days of our completion of the investigation we will inform you of the results. When no error was found, we will send you a written explanation and you may ask for copies of the documents used by us in our investigation.

DISCLOSURE OF ACCOUNT INFORMATION. You agree that merchant authorization messages transmitted in connection with POS transactions are permissible disclosures of account information, and you further agree to release us and hold us harmless from any liability arising out of the transmission of these messages. You understand that we will disclose information to third parties about your account: 1. when necessary to complete a transfer or to investigate and resolve errors involving transactions; or 2. in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or 3. in order to comply with government agency or court orders; or 4. with your consent.

EXPENSES. You agree to be liable to us for any loss, costs, or expenses that we incur as a result of any dispute involving your accounts, including reasonable attorneys' fees, to the extent permitted by law, and you authorize us to deduct such loss, costs, or expenses from your account without prior notice to you.

FEES. We will hold you responsible for the applicable fees indicated on the provided Schedule of Fees.

AMENDMENT, TERMINATION AND NOTIFICATION. You agree that this Agreement may be amended by us from time to time. We will notify you of amendments as required by applicable law or institution policy. Notices will be sent to the most current address shown on your account records. The continued use of the card by the authorized Cardholders will be deemed as evidence of your agreement to any amendments. You may terminate this Agreement at any time by providing written notice to us. We may terminate this Agreement at any time by providing written notice to you.

BUSINESS DAYS. Our business days are: Monday through Friday, excluding holidays.

ACKNOWLEDGMENT. I hereby acknowledge that I have received and understood the above Business Access Card Disclosure and Agreement, on behalf of the recipient of this disclosure on whose I am an Authorized Signer, and with respect to which I have any legal authority to transact business and agree to be bound by its terms. To that end, I certify that I have full authority to authorize this Agreement and indemnify you from any and all claims related thereto.

LEASE AGREEMENT SAFE DEPOSIT BOX

DEFINITIONS. Bank leases to Renter, and also Renter leases from Bank, the Safe Deposit Box and located in the vaults or fireproof area of Bank according to the terms and conditions set forth below. Throughout this Lease, the terms “you” and “your” refer to the Renter, whether or not one or more, named on the Lease, and the terms “we,” “our,” and “us” refer to the Bank, Burke & Herbert Bank.

NATURE OF LEASE. You agree to lease the Safe Deposit Box for the sole purpose of storing items not inherently dangerous or otherwise of a character likely to cause damage to our premises. You will not use the Safe Deposit Box for any unlawful purpose. You will be liable to us for all damages resulting from a violation of this Lease.

PERIODIC RENTAL FEE. You agree to pay the Rental Fee and applicable Sales Tax set forth above, in advance, on anniversary date of the lease with the first payment due on the date of this Lease. We may change the Rental Fee from time to time by notifying you in our invoice to you. In addition to the Rental Fee, you agree to pay such service charges, late charges, security deposits, drilling fees and any other fee or charge that we may establish from time to time.

AUTOMATIC RENEWAL. This Lease will automatically renew unless terminated by either party according to its terms.

LOSS OF ACCESS DEVICE. By executing this Lease, you acknowledge receipt of 2 key(s) or have personally established the combination or other authorized access to the Safe Deposit Box. You agree not to duplicate any key(s) or access device provided to you. We retain no access device or information that would open the Safe Deposit Box. If you misplace or lose one or more of the keys, combinations, or other approved access device, you must immediately give us written notice of that fact. You will be responsible for any and all expenses of replacing an access device, opening the Safe Deposit Box, or changing any lock. We may require advance payment from you of these expenses.

AUTHORIZED ACCESS. We will grant access to the Safe Deposit Box only to you, or your duly authorized attorney in fact or agent, deputy, or legal representative upon receipt of a signed form either supplied by or approved by us. The authority of any attorney in fact or agent, deputy, or legal representative will continue until we have received written notice of the revocation of such authority from you.

ACCESS TO SAFE DEPOSIT BOX. You will have access to the area in which the Safe Deposit Box is contained during regular customer business hours of every business day. We may limit or lengthen these hours at our discretion. We are not liable for any mechanical failure which prevents locks from operating. We may temporarily limit access due to fire, mobs or any other reason we feel is necessary to ensure the security of the area.

BANKRUPTCY, INCAPACITY, OR DEATH OF RENTER. Each person entitled to access the Safe Deposit Box agrees that before seeking access to the Safe Deposit Box, he or she will notify us of the death of any other person having the right of access to the Safe Deposit Box. We may rely exclusively upon the absence of any such notification in allowing access to the Safe Deposit Box. We may refuse access to the Safe Deposit Box upon a Renter’s bankruptcy, incapacity, or death, to the extent permitted by law. We agree to list the contents of the Safe Deposit

Box for tax purposes or any other reason that may be required or permitted by law. We may refuse withdrawal of any of the Safe Deposit Box’s contents: until (1) we have received satisfactory evidence of the authority of any legal representative named for Renter or Renter’s estate and (2) the requirements of any applicable laws pertaining to notice and withdrawal have been met.

DENIAL OF ACCESS; COURT ORDERS. We may refuse access to the Safe Deposit Box if the rent or any other charges owing under this Lease are past due or remain unpaid, or if we are served with certain orders or writs of process by any court or other authority, to the extent permitted by law. We are not responsible for judging whether any order or process is valid or whether the court or authority issuing the order or process has the right to do so. We will not be liable to you for any damages or losses when we comply with all provisions of law or any court order applicable to the Safe Deposit Box.

DEFAULT. You will be in default on the day following any of these events: (1) if you fail to surrender possession of this Safe Deposit Box to us on the termination date of this Lease; (2) if you do not pay the rent and other charges required under this Lease on the date due; or (3) if you breach any other provision of this Lease. Other charges required under this Lease may include the costs for forcibly opening and repairing your Safe Deposit Box, replacing the lock and keys and resetting the combination, notary fees, notifying you, advertising, selling, or disposing of the contents of your Safe Deposit Box, interest on amounts due, and reasonable attorney fees and costs, to the extent permitted by law.

OUR REMEDIES AFTER DEFAULT. You must correct such a default within the statutory grace period. Otherwise, we will give you written notice requesting you to pay the due rent and charges and correct any other default within the legally required period of time after the date we mailed the notice. If you do not pay the due rent and charges and correct any other default within that period, we may act as permitted by law to forcibly open the Safe Deposit Box and remove all its contents. We may store the contents at your expense without any liability for their safekeeping for as long as the law requires, or if no period is specified, for 90 days after the opening of the Safe Deposit Box. By executing this Lease, you agree that we have a lien on all of the contents of the Safe Deposit Box for any charge and rent due under this Lease. If the charges are still not paid and any other default remains during this time then we have the right to sell, transfer or dispose of all or any part of the contents as permitted by law. We will use any proceeds that we receive from such a sale to reimburse us for all rent and charges. Any surplus will be disposed of in accordance with applicable state law. If any deficiency exists after such a sale, you agree to pay such amount to us upon demand. You also agree that we have a claim upon the proceeds of any sale by other authorized persons. We may also exercise any other remedy permitted by law.

OUR RIGHT OF SETOFF. If you are in default on the rent or other charges due under this Lease, and you have an account with us, we reserve the right to charge any account you have with us for the amount due.

NO BAILMENT. The contents of the Safe Deposit Box are unknown to us and we do not exercise any supervision or control over such contents, except in those situations where we are authorized to forcibly open the Safe Deposit Box. Therefore, our relationship with you during the term of this Lease will not be that of bailee and bailor.

CONTENTS NOT INSURED. We do not provide insurance coverage for the contents of the Safe Deposit Box, nor are the contents insured by the Federal Deposit Insurance Corporation (FDIC). You may, at your own expense, secure your own insurance.

LIABILITY. You assume all risks arising from the use of the Safe Deposit Box or our storage of the contents, to the extent permitted by law, as well as provided below. We will not be liable for any loss by theft, burglary, robbery, embezzlement, fire, or any other reason unless we fail to exercise reasonable care. We will use reasonable care to prevent the opening of the Safe Deposit Box by any individual other than you, your legal representative, attorney in fact or agent, or any other person authorized by law or by this Lease. If you leave an item in the Safe Deposit Box which is missing on your subsequent entry to it, this does not: (a) raise the presumption that the property was lost by our negligence or wrongdoing; or (b) place on us the burden of proving that the loss was not our fault. Our total liability for any loss resulting from our negligence shall not exceed 100 times the annual rental charged for the Safe Deposit Box. However, we will not be liable, regardless of our negligence, for the loss of any money, negotiable securities, jewelry, collectibles, or other tangible property of value.

ASSIGNMENT OR TRANSFER. We may assign or transfer any or all of our interest in this Lease, and in the Safe Deposit Box and vault without your consent. You will not assign this Lease or sublet the Safe Deposit Box. We have the right at any time to remove any Safe Deposit Box to a different location upon giving you notice 10 days prior to the removal of the Safe Deposit Box.

NOTICES. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the latest address supplied. You are responsible for notifying us of any address or name changes and other information affecting your Lease. Such notice shall be in a form and manner acceptable to us with sufficient information to allow us to identify the Safe Deposit Box. You may also have the option to

have notices provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided.

TELEPHONE AND ELECTRONIC COMMUNICATION. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

AMENDMENTS AND ALTERATIONS. Notice will be given to you if we change the terms of this Lease at any time by mailing notice to your latest address as shown on our safe deposit box records, by posting a notice of any such changes at our main office, or as otherwise required by law. In any event, the changes will be effective upon the date specified in the notice, but that date will be no less than 10 days following the date of posting or mailing to your address, to the extent permitted by law.

ATTORNEYS' FEES AND EXPENSES. You agree to be liable to us for any loss, costs, or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your Lease, and you authorize us to deduct any such loss, costs, or expense from any account held with us without prior notice to you. This obligation includes disputes between yourself and us involving the Lease and situations where we become involved in disputes between you and any other person having the right of access to the Safe Deposit Box, another joint renter or a third party claiming an interest in the Safe Deposit Box. It also includes situations where you, any person entitled to access the Safe Deposit Box, another joint renter, or a third party takes action with respect to the Safe Deposit Box that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

TERMINATION BY US. We may terminate this Lease by giving you 10 days written notice. You must surrender the Safe Deposit Box and the keys we have given you or the combination to the Safe Deposit Box, at the expiration of the 10 days notice period. At your request, if you are not in breach of your obligations under this Lease, we will pay you a pro rata refund of any rent paid in advance.

TERMINATION BY YOU. You may terminate this Lease by giving us 10 days written notice and by surrendering to us the Safe Deposit Box and the keys or combination to the Safe Deposit Box. You will not be entitled to a refund of any advance rent paid if you terminate this Lease. You will remain liable to us for all damages you have caused as well as for all unpaid rent. By surrendering the Safe Deposit Box and the means of access to the Safe Deposit Box, you will release us from all liability under this Lease.

EFFECTIVE APPLICABLE LAWS AND REGULATIONS. You understand that this Lease is governed by the laws of Delaware, Kentucky, Maryland, Virginia or West Virginia (state the box is rented), except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of this Lease. We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Lease come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.



STAY ALERT & IN THE KNOW

PROTECT YOURSELF FROM FRAUD.

Do you know warning signs of scams and fraud? You are the first line of defense for keeping your sensitive personal and financial information safe.

4 SIGNS IT'S A SCAM:

PRETEND

Scammers pretend to be an organization you know like your bank or the government, even spoofing the phone number or sending you fake phishing emails or texts. Always verify the source of a call, email, or text before you discuss your personal information. When in doubt, **do not** give out your private details. Never give out your password, PIN, or one-time login code.

PROBLEM OR PRIZE

Scammers want to prey on your emotions to get you to act without thinking. They might tell you that someone in your family has had an emergency, or say that you have a computer virus. Some might lie and say that you have a problem with your accounts, but you need to verify your information to fix it. Always call your bank directly if you suspect any account issues.

PRESSURE

Scammers usually want you to act with a sense of urgency, pressuring you to make decisions or take action in the moment before you have time to think. They may also pressure you to lie to your family, the bank, or others. They may threaten you and try to cut you off from anyone that would slow you down.

PAY

Scammers try to make you pay in a unique or specific way, usually with a gift card, cryptocurrency, payment app, or wire transfer. They are adamant that you pay in this way. Anyone who demands that you pay a certain way is a scammer.

Source: [FTC.gov](https://www.ftc.gov)

Unsure of a call or text you received? Call us directly: 855-571-5824

**Burke
&Herbert
Bank**

300 N. Main Street
Moorefield, WV 26836

PRST FIRST CLASS
US POSTAGE
PAID
Charleston, WV
Permit #143

PROUD TO BE YOUR COMMUNITY BANK

FOR MORE THAN 170 YEARS,
BURKE & HERBERT BANK
HAS BUILT GREAT BANKING
EXPERIENCES THAT EMPOWER
OUR CLIENTS AND COMMUNITIES.

WE'RE EXCITED TO
MOVE FORWARD TOGETHER
TO SERVE YOU BETTER.

burkeandherbertbank.com
855-571-5824



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