

Burke
& Herbert
Bank[®]



WELCOME GUIDE

SERVICE BEYOND EXPECTATIONS

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

The application of the terms, products, services, and processes described in this Welcome Guide to you and your banking relationship with Burke & Herbert Bank is subject to completion of the merger between Burke & Herbert Bank and LINKBANK, which is contingent upon the satisfaction of certain customary closing conditions. The merger has not been completed as of the date of printing this Welcome Guide. If you have any questions about the merger, please visit burkeandherbertbank.com

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To Our Valued Clients:

On behalf of everyone at Burke & Herbert Bank, I am pleased to personally welcome you. With LINKBANK coming together with Burke & Herbert Bank, we are honored to serve you and are sincerely grateful for the trust you have placed in your banking partners.

For more than 170 years, Burke & Herbert Bank has been rooted in community banking built on relationships, strong values, and long-term commitment. Like LINKBANK, we believe banking is personal. It is about listening carefully, understanding your goals, supporting your business, and standing beside you through the milestones that shape your financial future. That belief continues to guide our decisions and the way we serve every client.

As we move forward together, you will benefit from expanded resources, enhanced digital capabilities, and access to more than 100 branch locations across Delaware, Kentucky, Maryland, Pennsylvania, Virginia, and West Virginia. Just as important, you will continue working with the teams you know and trust, now supported by the broader strength and stability of Burke & Herbert Bank.

We are preparing to merge our systems over the weekend of June 12, 2026. This Welcome Guide outlines what you can expect and provides important details to keep you informed. I encourage you to review it carefully and visit burkeandherbertbank.com for the latest updates. If questions arise, we are here to provide clarity and support.

Thank you for the confidence you place in us. We recognize that trust is earned over time, and we are committed to honoring it. It is a privilege to serve you, and we look forward to building a strong future together.

Sincerely,

David Boyle
CEO, Burke & Herbert Bank

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
Call: 1-855-571-5824



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 **ask@burkeandherbertbank.com** **PO Box 151510, Alexandria, VA 22315**

Routing Number: 056001066 Lost or Stolen Credit Cards: 1-844-228-2833 Lost or Stolen Debit Cards: 1-888-297-3416 Report Fraud or Dispute a Charge: Call us 24/7: 1-800-237-8990

CONVERSION INFORMATION

At the close of business on Friday, June 12, 2026, LINKBANK will officially transition its operations to Burke & Herbert Bank. After the conversion, you will enjoy access to Burke & Herbert Bank's larger network of branches and ATMs, along with an expanded selection of products and services. As a growing, yet locally focused, financial institution, we're excited to continue serving your financial needs—today and in the future.

This booklet provides essential information about upcoming changes to your accounts and the conversion process. The information included reflects the most current details available at the time of publication. Please review it carefully and keep it for your records.

The conversion from LINKBANK to Burke & Herbert Bank will occur over the weekend starting on Friday, June 12, 2026, through Monday, June 15, 2026. Our goal is to ensure this transition is as seamless as possible for you. Please take note of these key dates and plan your financial activities accordingly.

FRIDAY, JUNE 12TH

- All LINKBANK branches will close no later than 5:00 PM.
- iTalk access through LINKBANK will no longer be available after 5:00 PM.
- Bill Pay (iPay) will not be available beginning Friday, June 12, at 5:00 PM until Monday, June 15, at 8:00 AM. All payments scheduled before 5:00 PM Friday, June 12, 2026, will continue to process as usual.
- Online and Mobile Banking App access through LINKBANK will no longer be available after 5:00 PM.
- Please see the Digital Banking section on page 21 for additional details.

SATURDAY, JUNE 13TH

- All LINKBANK branches will be closed for conversion.
- You may continue to use your LINKBANK Debit Card during the system conversion. Your debit card will continue to work after conversion until a new card is issued to you at expiration or during any card replacement fulfillment after June 15, 2026.

MONDAY, JUNE 15TH

- Burke & Herbert's Digital Banking (including Commercial & Treasury access) and Mobile App become available after 8:00 AM.
- All converted LINKBANK branches open at their regularly scheduled time as Burke & Herbert Bank.
- Your debit card will continue to work after conversion until a new card is issued to you at expiration or during any card replacement fulfillment after June 15, 2026.

Please note: The wording highlighted in yellow has been updated since the print version.

STAY UP TO DATE!

RESOURCE PAGE

For the most up-to-date information, please visit the LINKBANK Welcome Resource Webpage. You can access it by scanning the QR code below, which will direct you to a page where you can choose between the LINKBANK and Burke & Herbert Bank websites. Both options provide full resource guides designed to support you.



SCAN THE QR CODE TO GO TO
THE RESOURCE WEBPAGE



BE ALERT & IN THE KNOW.



PROTECT YOURSELF FROM FRAUD

Do you know the 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. Burke & Herbert Bank will not call or text you for your account information.

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

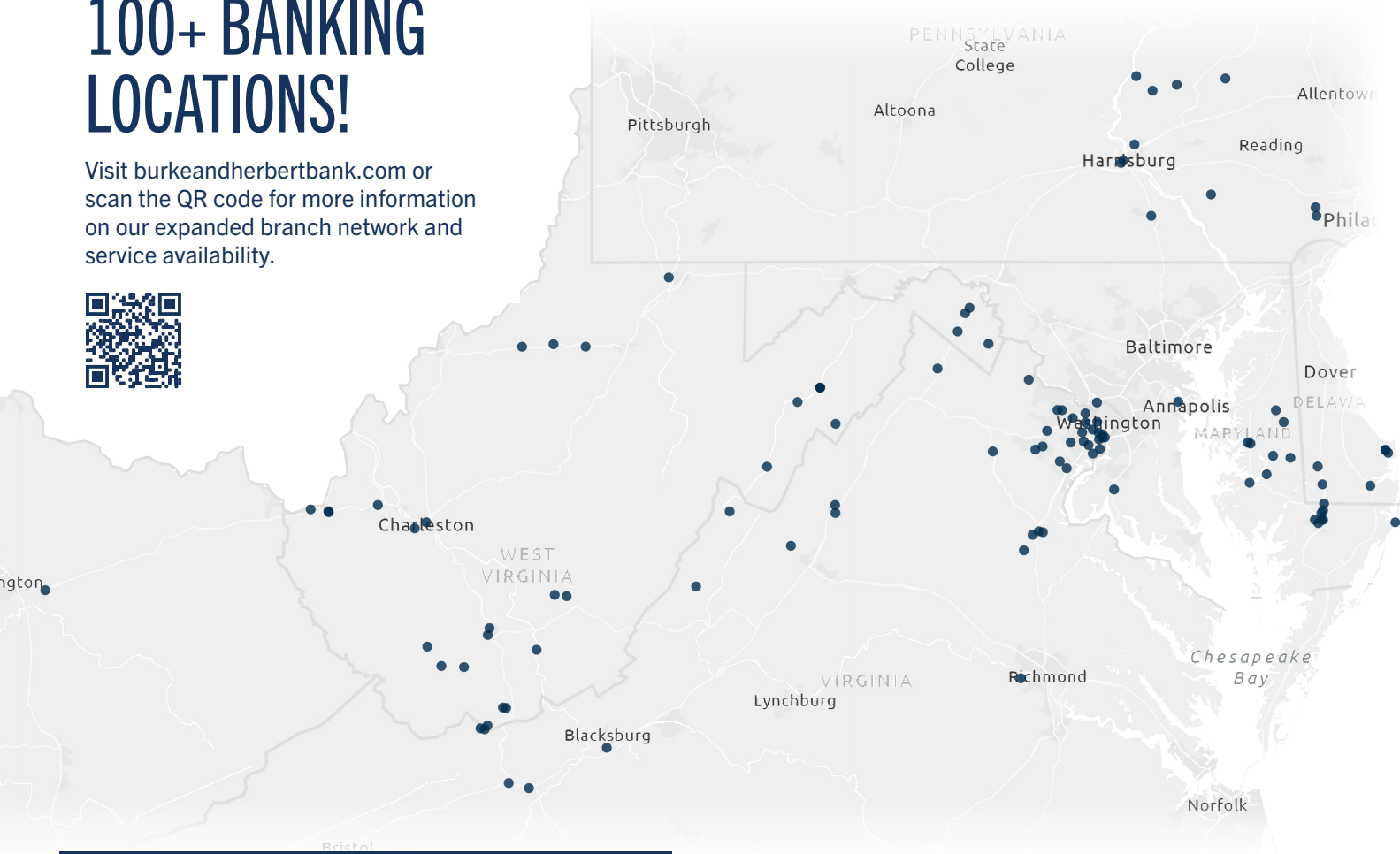
UNSURE OF A CALL OR TEXT YOU RECEIVED?

CALL US DIRECTLY AT 855-571-5824

BANKING LOCATIONS

100+ BANKING LOCATIONS!

Visit burkeandherbertbank.com or scan the QR code for more information on our expanded branch network and service availability.



MAKE YOURSELF AT HOME

With an expanded footprint spanning local communities and major metros across six Mid-Atlantic states, we're always nearby, offering you convenient ways to bank wherever life takes you.

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



TOGETHER FOR A STRONGER COMMUNITY

Burke&Herbert Bank[®] Foundation

The Burke & Herbert Bank Foundation is grounded in the belief that those who live and work in local communities understand their needs better than anyone else. By partnering with local leaders and organizations, the Foundation supports initiatives that address unique challenges and create lasting impact.

Local organizations are invited to apply for support at foundation.burkeandherbertbank.com. All requests are carefully reviewed to ensure resources align with the Foundation's mission of fostering community growth and prosperity. Full eligibility guidelines are available at foundation.burkeandherbertbank.com.



PERSONAL BANKING

PERSONAL BANKING ACCOUNTS CONVERSION

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

BEFORE	AFTER
LINK PLUS Checking	➔ Plus Checking
LINK PRIME Checking	➔ Prime Checking
LINK PLATINUM Checking	➔ Platinum Checking
LINK Savings	➔ Statement Savings
LINK Money Market	➔ Regular Money Market
Online Money Market	➔ Regular Money Market
LINK Savers Money Market	➔ Regular Money Market

ACCOUNTS REMAINING THE SAME

The Plus Checking, Prime Checking, and Platinum Checking will retain the same features and benefits after conversion, including PERKS. All accounts will be subject to the revised schedule of fees and Deposit Account Agreements and Disclosures. Please refer to page 15 for additional applicable fees and page 32 for the Deposit Agreements and Disclosures.

PERKS APP & ACCOUNT BENEFITS

PERKS benefits will continue to be available in the app for current clients after the conversion, so you can keep enjoying the same great savings you rely on today. From dining and shopping to travel, services, and everyday essentials, you'll still unlock thousands of discounts nationwide right from your phone—simply open the app, find nearby deals, and show your mobile coupon for instant savings, just like you're used to.



If you don't see your account listed here, we will contact you separately.

	Plus Checking	Prime Checking	Platinum Checking	Statement Savings	Regular Money Market
Minimum Opening Requirement	\$25	N/A	\$25	\$25	\$1,000
Interest Paid	No	No	Yes	Yes	Yes
Monthly Service Fee <small>(if daily collected balance falls under minimum)</small>	\$10	\$7	\$15	\$5	\$6.25
Minimum Daily Balance <small>(to avoid monthly service fee)</small>	\$100 ¹	None	\$2,500	\$25 ²	\$1,000
Interest Calculation	N/A	N/A	\$0.01 required to earn interest, daily collected balance, variable interest rate	\$25 required to earn interest, daily collected balance, tiered variable interest rate	\$2,500 minimum daily collected balance required to earn interest; tiered variable interest rate
When is Interest Compounded	N/A	N/A	Monthly	Monthly	Monthly
Overdraft Privilege	Available	Available	Available	N/A	Available
Personal Benefits	Debit Card, Online Banking & Bill Pay, Mobile Banking & Mobile Deposit, Free eStatements	Debit Card, Online Banking & Bill Pay, Mobile Banking & Mobile Deposit, Free eStatements, Continuation of PERKS benefits	Debit Card, Online Banking & Bill Pay, Mobile Banking & Mobile Deposit, Free eStatements, Continuation of PERKS benefits	Online Banking & Bill Pay, Mobile Banking & Mobile Deposit, Free eStatements	Debit Card, Online Banking & Bill Pay, Mobile Banking & Mobile Deposit, Free eStatements

¹The monthly minimum balance fee is waived if the primary account owner is under 26 years old.

²The monthly minimum balance fee is waived if the primary account owner is under 18 years old.

BUSINESS BANKING

BUSINESS BANKING ACCOUNTS CONVERSION

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

BUSINESS

BEFORE	AFTER
Business Checking	Business Advantage Checking
Business Interest Checking	Business Advantage Checking with Interest ^{1,2}
Business Premier Checking	Business Advantage Checking with Interest ¹
Business Money Market	Business Money Market
LINK Jumbo Money Market	Business Money Market ²
Online Money Market	Business Money Market
Business Savings	Business Savings
LINK MAHT	MAHT
IOLTA - PA, DC, MD, SC, DE, VA, OH	Applicable IOLTA
Web Escrow Master	Web Escrow Master ²
Escrow Checking	Business Advantage Checking with Interest ^{1,2}
Escrow Savings	Business Savings

MUNICIPAL

BEFORE	AFTER
Municipal Checking	Business Advantage Checking
Municipal Interest Checking	Business Advantage Checking with Interest ¹
Municipal Money Market	Business Money Market
Municipal Savings	Business Savings

NON-PROFIT

BEFORE	AFTER
Community Checking	Organization Checking

¹Legacy account. No new accounts can be opened for this account type.

²Specialty pricing accounts will be communicated separately.

ACCOUNTS REMAINING THE SAME

The IOLTA, MAHT, and Web Escrow Master accounts are 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 15 for additional applicable fees and page 47 for the Agreements and Disclosures.

	Business Advantage Checking	Business Advantage Checking with Interest	Organization Checking	Business Savings	Business Money Market
Minimum Opening Requirement	\$100	\$100	\$100	\$50	\$100
Interest Paid	No	Yes	No	Yes	Yes
Monthly Service Fee (if daily collected balance falls under minimum)	N/A	\$8	N/A	\$2	Daily Collected Balance < \$1,000: \$5 Daily Collected Balance ≥ \$1,000, but < \$2,500: \$2 Daily Collected Balance ≥ \$2,500: \$0
Minimum Daily Balance (to avoid monthly service fee)	N/A	\$10,000	N/A	\$100	N/A
Interest Calculation	N/A	\$10,000 minimum daily collected balance to earn interest, tiered variable rate	N/A	Calculated on daily collected balance, tiered variable interest rate	Calculated on daily collected balance, tiered variable interest rate
Per Item Limits	First 300 checks written and cleared are free, 301+ checks written per statement cycle are \$0.25 per item, Unlimited deposits and cash withdrawals	First 300 checks written and cleared are free, 301+ checks written per statement cycle are \$0.25 per item, Unlimited deposits and cash withdrawals	First 150 checks written and cleared are free, 151+ checks written per statement cycle are \$0.35 per item, unlimited deposits and cash withdrawals	Unlimited Online, Telephone and Automatic Transfers	Unlimited Online, Telephone and Automatic Transfers
Business Benefits	Free Debit Card, Free eStatements, Free Mobile App and Digital Banking, No Min Balance Req, No Monthly Maintenance Fee	Free Debit Card, Free eStatements, Free Mobile App and Digital Banking	Free Debit Card, Free eStatements, Free Mobile App and Digital Banking, No Min Balance Req, No Monthly Maintenance Fee	Free App and Digital Banking, Free eStatements	Free App and Digital Banking, Free eStatements

TIME DEPOSIT ACCOUNTS

FEE SCHEDULE

Effective June 15, 2026

CERTIFICATES OF DEPOSIT AND INDIVIDUAL RETIREMENT ACCOUNTS

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. At renewal, a variety of certificate terms options will be available to you. If you wish to change your term after receiving your renewal notice, contact us at 855-571-5824 or visit your nearest branch location. Early withdrawal penalties listed below become effective at first renewal. Any CD/IRA set to mature after June 12, 2026 will follow the renewal terms as outlined in the chart below.

CERTIFICATE OF DEPOSIT (CD)

Current Term	New Renewal Term*	New Interest Penalty for Early Withdrawal
≤ 3 Months	3 Month	Three (3) Months Interest
4-9 Month	6 Month	Three (3) Months Interest
10-15 Month	12 Month	Six (6) Months Interest
16-22 Month	18 Month	Six (6) Months Interest
23-26 Month	24 Month	Nine (9) Months Interest
27-34 Month	30 Month	Nine (9) Months Interest
35-43 Month	36 Month	Twelve (12) Months Interest
44-55 Month	48 Month	Twelve (12) Months Interest
56-75 Month	60 Month	Twelve (12) Months Interest
75+ Month	84 Month	Twelve (12) Months Interest

***Interest Accrual Method** – Burke & Herbert Bank utilizes the Simple Interest accrual method. This method of accrual will take effect at first renewal.

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. Automatic distribution will go out on 12/31/26 (and annually thereafter), if no RMD is taken. We encourage you to visit your local branch to elect a distribution date of your choice or complete a RMD Waiver Election.

INDIVIDUAL RETIREMENT ACCOUNT (IRA)

Current Term	New Renewal Term*	New Interest Penalty for Early Withdrawal
≤9 Month	6 Month	Three (3) Months Interest
10-15 Month	12 Month	Six (6) Months Interest
16-22 Month	18 Month	Six (6) Months Interest
23-26 Month	24 Month	Nine (9) Months Interest
27-34 Month	30 Month	Nine (9) Months Interest
35-43 Month	36 Month	Twelve (12) Months Interest
44-55 Month	48 Month	Twelve (12) Months Interest
56-75 Month	60 Month	Twelve (12) Months Interest
75+ Month	84 Month	Twelve (12) Months Interest

***Variable Rate IRA** – If you have a Variable Rate IRA product, it will convert to the Burke & Herbert Bank's Variable Rate IRA product, effective June 15, 2026. Please note, upon first maturity, the Variable Rate IRA will convert to a renewal term of 18 Months and the interest penalty for early withdrawal, will shift from no penalty to six (6) months of interest.

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 per month
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

BURKE & HERBERT BANK DEBIT CARDS & ATMs

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

**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.*

***Fees apply to Burke & Herbert Bank VISA Debit Cards only.*

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.

ATM INFORMATION

ATM SERVICE NOTICE

Starting June 1, 2026, all ATMs at former LINKBANK locations will start transitioning to Burke & Herbert Bank. As these machines update, you will continue to have cash-only access.

Your Personal and Business Debit Card(s) will continue working as usual.



You will still be able to make withdrawals and purchases as you normally do. Your debit card will continue to give you the freedom to access ATMs for free, nationwide.

FREE ATMs*
NATIONWIDE.

**ATM fees incurred within the U.S. are reimbursed. However, ATM fees incurred outside the U.S. will only receive a surcharge refund. This applies to LINKBANK debit cards only. Upon card reissuance, new disclosures and terms will be provided.*

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 June 15, 2026, 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 LINKBANK which reflects your account's position as of the conversion date (Friday, June 12, 2026). All clients will receive a final paper statement from LINKBANK. Your first statement from Burke & Herbert Bank will be delivered according to your existing statement preferences on your normal statement cycle and will reflect a beginning account balance as of June 12, 2026 from Burke & Herbert Bank.

Previous Account Statements: After June 15, 2026, you will have access to previous account statements from June 1, 2024 to March 31, 2026 in Digital Banking. By July 31, 2026, all available statements from April 1, 2026 to June 12, 2026 will be able to be accessed in Digital Banking.

INTEREST

All interest-bearing checking and saving accounts will be paid interest through June 14, 2026. Certificate of Deposit and other time deposit accounts will retain their interest as accrued. Starting on June 15, 2026, Burke & Herbert Bank will pay interest due from time deposits in the same manner as currently scheduled.

DIRECT DEPOSIT/ACH

Any direct deposit or automatic payments on your account(s) will be continued automatically. All new direct deposits set up after June 12, 2026, 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, 2027.



ACCOUNT INFORMATION

LOAN INFORMATION

As part of the conversion, the servicing of your loan is being transferred from LINKBANK to Burke & Herbert Bank, effective end of business on June 12, 2026. This means that after this date, Burke & Herbert Bank will collect your loan payment. 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. LINKBANK will stop accepting payments and Burke & Herbert Bank will start accepting payments on June 13, 2026. Starting June 15, 2026, payments can be made at your local branch or mailed to:

Burke & Herbert Bank
Attn: Loan Processing
P.O. Box 179
Moorefield, WV 26836

For consumer closed-end mortgage loans 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. This section does not apply to consumer installment loans, home equity lines of credit, or business loans. If you have any questions, please contact the Client Care Center at 855-571-5824.

FDIC INSURANCE

As of May 1, 2026, Burke & Herbert Bank will acquire LINKBANK, pending Regulatory Approval. 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 1, 2026) your accounts with LINKBANK 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 hold at LINKBANK will remain separately insured from any deposits you may have at Burke & Herbert Bank for six months following the merger. For time deposits maturing after the six (6) month period (November 1, 2026), separate FDIC insurance continues until the first maturity date occurring after November 1, 2026. If your CD / IRA from LINKBANK 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 LINKBANK matures during the six (6) month period and is renewed on any other basis or is not renewed and becomes a demand deposit account before November 1, 2026, it will continue to be insured separately until the end of the six (6) month period (through November 1, 2026).

SAFE DEPOSIT BOX

Your physical safe deposit box number(s) and the annual rental amount will remain the same. All billing preferences will be converted. Refer to Lease Agreement Safe Deposit Box on page 54 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 integration of LINKBANK 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 LINKBANK routing number 031311771, 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 LINKBANK 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 Debit Card for payment as your Debit Card does not rely on a third-party verifier for processing and acceptance.

OVERDRAFT SERVICES

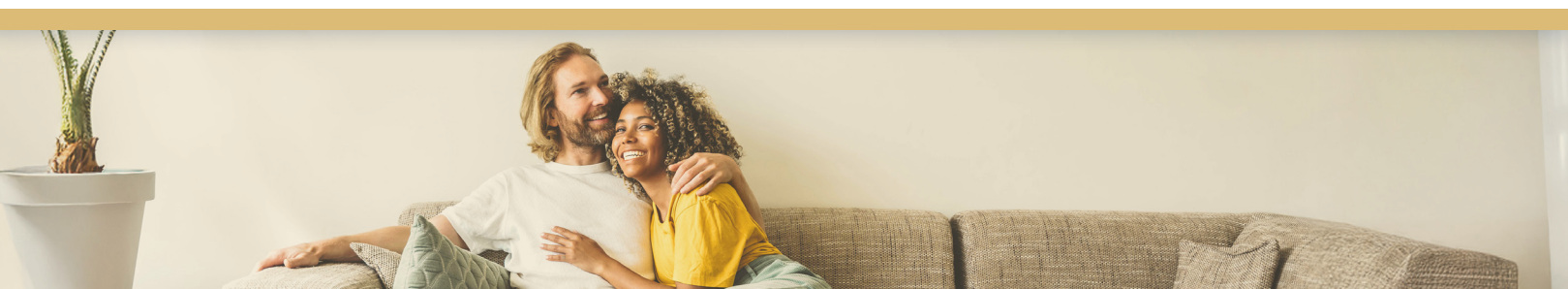
Burke & Herbert Bank offers several Overdraft service options to clients to help protect them from denial of services or returned items.

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. Clients 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 and business checking accounts that meet certain criteria. 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 44 for the full Overdraft Privilege Disclosure.

Overdraft Protection for ATM and everyday Debit Card transactions – This is a discretionary service under which Burke & Herbert Bank may authorize and pay ATM withdrawals and one-time debit card purchases that exceed the available balance in a consumer's checking account. Account holders must opt-in to utilize this service by notifying the bank that they accept the terms of service. Refer to page 45 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*



ACCOUNT INFORMATION

WIRE TRANSFERS

As a result of the conversion, wire transfer instructions will change. Any incoming domestic wires beginning on June 15, 2026, 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:
Creditor Agent: Burke & Herbert Bank
Agent Building Room: Suite 700
Agent Street Name: 5680 King Centre Drive
Agent Town Name: Alexandria
Agent **Sub Division**: VA
Agent Country Code: US – United States of America
Agent Postal Code: 22315
Creditor Agent ID: 056001066
Bank Phone: 855-571-5824

Beneficiary Information or for further credit:

Creditor Party Name: Customer Name
Party Street Name: Customer Physical Address
Party Building Room: Customer Suite/Unit
Party Town Name: Customer City
Party Country **Sub Division**: Customer State
Party Country Code: Customer Country Code
Party Postal Code: Customer Zip Code
Party Account ID: Customer account number
Party Account Other ID Issuer: Customer Account Type
Unstructured Remittance: Notes to Receiving Bank or Beneficiary, if applicable

International Incoming

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

Intermediary Agent Name: Pacific Coast Banker's Bank
Intermediary Agent Address: Walnut Creek, CA 94596
Intermediary Agent SWIFT Code: PCBBUS66
Intermediary Agent ID/Routing #: 121042484

For further credit to information for International Incoming wires will follow the above Domestic Wire Instructions

Note about SWIFT Codes:

When a bank conducts 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. However, the Bank's intermediary Agent's SWIFT code (PCBBUS66) must be included.

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 Digital Banking access through LINKBANK's Digital Banking platform via browser and mobile app until Friday, June 12, 2026 at 5:00 PM. After this time, you will not have access until the Burke & Herbert Bank Digital Banking platform becomes available on Monday, June 15, 2026 at 8:00 AM. Requests for funds transfers should be submitted for processing prior to Friday, June 12, 2026 at 5:00 PM.

LOGGING INTO DIGITAL BANKING WITH BURKE & HERBERT BANK

On Monday, June 15, 2026 after 8:00 AM, Burke & Herbert Bank's Digital Banking platform will become available via browser and the Mobile Banking app. To log into your account, visit 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 unless otherwise notified. You may be asked to set up a new two-step verification. 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 Commercial (Treasury Management) client with **ACH, Wire, or Positive Pay (ACH or check)**, please visit burkeandherbertbank.com/Business and select **Digital Banking – Commercial** from the login drop-down menu. Enter your existing username and password to access your accounts. For mobile access, visit treasury.jackhenry.com/pwa/burkeandherbertbank/login from your mobile device. Please see page 23 for instructions on how to access Commercial (Treasury Management) Banking services.*

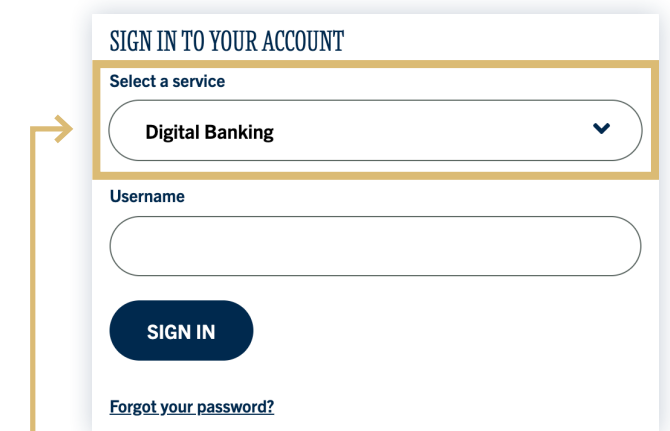
If you are a Business Online Banking (formerly Small Business Banking) client, you will need to log in through the Digital Banking login box on burkeandherbertbank.com.

BILL PAY


You will continue to have Bill Pay access through LINKBANK's Online Banking until June 12, 2026. All payee information and scheduled payments will be converted.

IMPORTANT TO NOTE: After June 12, 2026 at 5:00 PM, funds must be available when a payment is issued, however, funds will not debit until the transaction is presented for payment.

For STOP PAYMENTS related to your Bill Pay account, please contact the Client Care Center at 1-855-571-5824 to place the stop payment.



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.

 Biometric functionality (this includes Face ID and Touch ID) will not carry over during conversion and all users will need to log in with username and password on first login to BHB app.

Please note: The wording highlighted in yellow has been updated since the print version.

DIGITAL 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 June 15, 2026.

AUTOMATIC TRANSFERS THROUGH ONLINE BANKING

All scheduled transfers and future-dated transfers in Online Banking will be converted to Burke & Herbert's Digital Banking platform.

EXTERNAL TRANSFERS

All external transfers will automatically convert to Burke & Herbert's Digital Banking platform.

ACCOUNT ALERTS

Account and card-based notifications and alerts created in LINKBANK's Online Banking or through the MyCardRules program **will not** transfer. Account and card-based alerts and notifications for transactions can be created in Burke & Herbert Bank's Digital Banking. Visit burkeandherbertbank.com/personal/digital-online-banking for more information.

REMOTE DEPOSIT CAPTURE

You will have Remote Deposit Capture access through LINKBANK until Friday June 12, 2026, at 5:00 PM. After that time, deposits will need to be held until Monday, June 15, 2026 at 8:00 AM when Burke & Herbert's Digital Banking platforms become available.

Business Online Banking (formerly referred to as Small Business Banking) – Beginning June 15, 2026 at 8:00 AM, clients will need to download and begin to use the Business Mobile RDC app for mobile check deposits.

Commercial Online Banking (formerly referred to as Treasury Management) – Clients will have access to mobile Remote Deposit Capture directly within the mobile experience.



COMMERCIAL (TREASURY MANAGEMENT)

Any client with Treasury Services through LINKBANK's Online Banking will be converted automatically to Burke & Herbert Bank's Commercial Online Banking platform. Clients can expect the same user experience they are currently used to.

Please note: All ACH origination activity must be completed by 12:00 PM on June 12, 2026.

Clients' usernames and passwords will remain the same unless otherwise notified. Upon first log-in, clients may be asked to set up a new two-factor authentication. For questions related to your accounts, our dedicated Treasury Management team is more than glad to assist you:



For more information, contact us:

1-855-571-5824

tmconversion@burkeandherbertbank.com

Scan the QR code

burkeandherbertbank.com/commercial-online-banking

PROFESSIONAL SERVICES

Professional Services will continue to operate under Burke & Herbert Bank. There will be no changes or service interruptions during or after the merger. You will be hearing directly from the same familiar faces you're accustomed to, and they will continue to serve you with dedication and care. For your convenience, their names and email addresses are listed below:

Tony Capaldi
tcapaldi@burkeandherbertbank.com

Todd Goldstein
tgoldstein@burkeandherbertbank.com

Kathy Snyder
ksnyder@burkeandherbertbank.com



For more information:

Scan the QR code

GROW YOUR WEALTH AT EVERY STAGE

Our Wealth Advisors value community and family legacy. Whether planning for yourself or future generations, we provide personal guidance and tailored financial plans to help you grow, preserve, and achieve your goals.

Learn more at 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 or Burke & Herbert Wealth Management. 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**

DEBIT & CREDIT CARDS

Your current Debit Card will remain in service during the system conversion, and will continue to work after conversion until a new card is issued to you at expiration or during any card replacement fulfillment after June 15, 2026.

CARD MANAGEMENT FOR ACCOUNTS WITH MULTIPLE DEBIT CARDS

Clients with more than one debit card will 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!

INSTANT ISSUE DEBIT CARD

Instant issue will be available—please visit your local branch for assistance. If you need a replacement debit card or have any other card-related concerns, our branch staff will be happy to help. Upon card reissuance, new disclosures and terms will be provided.

IMPACT CORPORATE CHARGE CARD

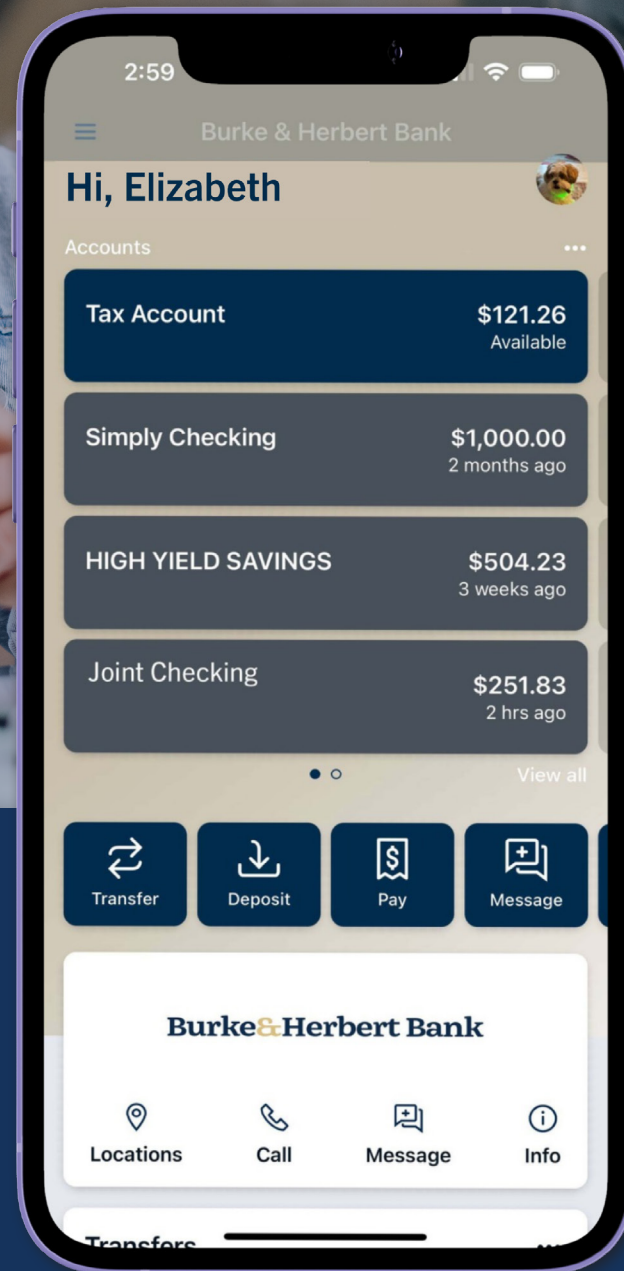
Current clients using the IMPACT Corporate Charge Card will continue to use their existing card with no changes or service interruptions during and after the merger. You can keep using your card for everyday business purchases, managing corporate spend, and earning rewards exactly as you do today.



RECURRING PAYMENTS

All recurring payments from your IMPACT Corporate Charge Card will continue as is, with no changes or service interruptions.

BANK FROM ANYWHERE!



WITH THE B&HB DIGITAL BANKING 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 clients. Please see pages 21-22 for details on Commercial and Treasury Management.

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

FAQs

CONTACTING US

What is the Client Care Center number and Hours of Operation?

You may reach a Client Care Representative at 1-855-571-5824. Our Hours of Operation are as follows:
Monday - Friday: 8:00 AM - 6:00 PM | Saturday: 8:00 AM - 2:00 PM.

ACCOUNTS

Will my account number change?

There are a limited number of duplicate account numbers and you will be contacted directly with any changes to your account numbers.

Will the routing number change?

Yes, Burke & Herbert Bank's routing number is 056001066. However, no change is required at this time for your existing direct deposit or merchant payments. Any new direct deposits set up after June 15, 2026 should be set up with the Burke & Herbert Bank routing number.

Will my Debit Card number change?

Your current Debit Card(s) will remain in service during the system conversion and will continue to work after conversion until a new card is issued to you at expiration or during any card replacement fulfillment after June 15, 2026.

I have ACH payments automatically withdrawn from my accounts, do I need to do anything?

You will not need to update any of your service providers or merchants unless you receive a letter before June 15, 2026 with necessary actions that you need to take.

What will happen to my accounts being transferred to Burke & Herbert Bank?

Our team has carefully matched your existing accounts with corresponding Burke & Herbert Bank accounts that offer similar features and benefits (refer to pages 10-14 for details).

Will I have overdraft protection?

If you previously had an overdraft sweep set up, whether through a Checking, Savings, or Line of Credit these overdraft transfers will continue as previously authorized. While there are no annual fees for this service there is a sweep fee that is assessed per sweep. See Fee Schedule on page 15. If an item (other than ATM or everyday Debit Card transaction) is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF), and may charge you a fee. For ATM or everyday Debit Card transactions, we will only pay the overdraft if you have specifically opted into that service. Please see the enclosed Terms and Conditions of Your Account for more detail on this process and your rights to opt into overdraft services for ATM and everyday Debit Card transactions, if applicable. See the fee schedule enclosed for the amount(s) of fees we charge for overdraft and NSF transactions.

Will I have access to my account history?

Your last 2 years of LINKBANK account transaction history will transfer to Burke & Herbert Bank. You can contact us if you need transaction history beyond what transfers.

ACCOUNTS CONTINUED

Do I need to do anything to continue my direct deposit?

No. All direct deposits will remain in place unless you have been notified separately that your account number is changing.

Will I receive my deposit account statements at the same time each month?

You will be mailed a final statement from LINKBANK dated Friday, June 12, 2026. All statements after June 12, 2026 will be produced by Burke & Herbert Bank and will be sent per your current method of distribution. Following that, all standard cycles will remain the same with the exception of Savings cycles which will move to Quarterly versus Month End. Burke & Herbert Bank does offer combined statements of primary ownership accounts; Checking, Savings, Money Markets and CDs. Safe Deposit Boxes are not included on Combined Statements nor available through Digital Banking. Certificate of Deposit annual or periodic Statements are not generated; with the exception of an annual IRA statement. CDs may be added to a combined statement with a primary checking, money market or savings account or added to Digital Banking. You will continue to receive your loan statement and payment notice as you normally do.

Which ATMs can I use, and will there be fees associated with their usage?

There will be no changes to the ATM network or fees associated with their usage at the time of conversion.

Will the fee schedule change?

Some fees may change. Please refer to the fee schedule located on page 15 of this booklet.

Will I be able to see my Bill Pay history?

Bill Pay users will have access to payment history for the previous 18 months via the Burke & Herbert Bank Bill Pay Service.

Will the timing or frequency of my certificate of deposit interest change?

No.

Will I need to order new checks?

You won't need to order new checks unless your account number has changed, in which case, your first order will be provided to you. If your account number remains the same, you can continue to use your current check supply without any disruption. For future check re-orders, you will receive Burke & Herbert Bank branded checks. To place an order for checks, order them online through Digital Banking under the Support tab or please contact your local branch. You can find their contact information at burkeandherbertbank.com/locations.

What will the posting order be?

Items presented for payment will be paid in the following order: Teller counter checks, ATM withdrawals, Debit Card purchases, ACH transactions, checks presented over-the-counter by serial number and then checks presented from the Federal Reserve by serial number order. Items that are not checks are presented to the system as of the time the transaction was posted.

FAQs

SYSTEMS CONVERSION WEEKEND

When does the systems conversion to Burke & Herbert Bank take place?

Burke & Herbert Bank will begin systems conversion on Friday, June 12, 2026 at close of business, through Monday, June 15, 2026 at 8:00 AM. Refer to page 5 for more details.

Can I still deposit and withdraw money during the systems conversion period?

You can continue to make ATM withdrawals and purchases with your Debit Card. Balances provided at the ATMs may not reflect your actual available balance.

When should I stop using my current Debit Card?

Your current Debit Card(s) will remain in service during the system conversion and will continue to work after conversion until a new card is issued to you at expiration or during any card replacement fulfillment after June 15, 2026.

LOCATION INFORMATION

Will there be any changes to the staff at my location?

You can be confident that when you visit your preferred branch, you will continue to see the same reliable and familiar faces you've come to know.

Will the operating hours of my branch (previously referred to as Client Solutions Center) change?

The Hours of Operation for your branch will remain the same.

Will my deposits be FDIC-insured?

Yes. Your deposits will continue to be insured up to the applicable FDIC limits. Visit [FDIC.gov](https://www.fdic.gov) for more information.

ADDITIONAL ACCOUNTS & SERVICES

Will I have access to Safe Deposit Boxes?

We will continue to offer Safe Deposit Boxes. Rental fees vary by box size. Availability and sizes offered will vary between locations. Please call for pricing and availability.

TELEPHONE BANKING

How do I access Telephone Banking?

The Telephone Banking number is: 877-440-0800.

LENDING SERVICES

If my loan is set up for automatic debit from my checking account, will that arrangement still be in effect?

Yes, any automatic transfers that are currently established will continue uninterrupted.

Will I still receive payment/statement notices?

Yes, all clients will continue to receive statements containing balance and payment information for their loans.

If mailing, where should I send payments after the conversion date?

The statements will provide a mailing address on the payment portion; however, payments can always be sent to: P.O. Box 179, Moorefield, WV 26836.

Will my scheduled and recurring internal transfers and loan payments be migrated?

Yes, all internal transfers and loan payments that are currently established will continue to process.

Will I have access to all my account(s) in the new Digital Banking system?

Yes, all accounts will be available in Digital Banking by visiting burkeandherbertbank.com.

Can I schedule a loan payment in Online Banking?

Yes, payment to a loan can be scheduled through Digital Banking by visiting burkeandherbertbank.com.

DIGITAL BANKING

How do I endorse my check when depositing it to mobile deposit?

You will endorse a check with "For Mobile Deposit Only at Burke & Herbert Bank".

If I am already enrolled in Digital Banking, will I need to re-enroll with Burke & Herbert Bank?

If you are already enrolled in Digital Banking, you will not need to re-enroll.

How will I access Burke & Herbert Bank's Digital Banking?

Monday, June 15, at 8:00 AM EST you can access Digital Banking at burkeandherbertbank.com. Refer to page 21 for further directions to access Burke & Herbert Bank's Digital Banking.

Will I have the ability to sign up for eStatements rather than paper statements?

Yes, we encourage you to make the switch to secure, convenient eStatements.

FAQs

WIRE TRANSFERS

How will my wire transfers be handled at Burke & Herbert Bank?

Wire Transfer Cutoff Time:

- Incoming Domestic and International: 5:30 PM
- Outgoing Domestic: 4:00 PM Walk In; 5:30 PM Treasury Management Wire Origination
- Outgoing International: 4:00 PM

What is the ABA/FRB Routing Number for domestic wires as of June 15, 2026?

The routing number for domestic wires is: 056001066.

What is the SWIFT code for international wires?

Burke & Herbert Bank does not have a SWIFT code. We utilize Pacific Coast Bankers Bank (PCBB) as our correspondent for all International Wires; PCBBUS66.

How do I contact the wire transfers department?

Please reach out to your local branch with any questions; 1-855-571-5824.

How do I initiate an outgoing wire?

Outgoing wires can be initiated in the following ways:

1. Walk in and visit your local branch
2. Business Online/Cash Management Clients ONLY; Online Origination within the Treasury Management Platform

BILL PAY

If I already have Bill Payment(s), will I need to re-enter my Bill Pay information in the new Online Banking system?

Burke & Herbert Bank utilizes iPay for Bill Pay. Payees, payment history, and recurring/scheduled payments will convert.

Does Burke & Herbert Bank offer Bill Pay through Digital Banking?

Yes. You will be using the same Bill Pay (iPay) you do today. If you normally pay bills over the weekend, please remember that iPay will not be available beginning Friday, June 12, at 5:00 PM until Monday, June 15, at 8:00 AM. All payments scheduled before 5:00 PM Friday, June 12, 2026, will continue to process as usual.

BUSINESS SERVICES

How will Positive Pay be impacted?

For check positive pay, there will be no impact. Clients' existing decision will be honored at Burke & Herbert Bank. ACH Positive Pay, the global default decision will change to return effective June 15, 2026.

TREASURY MANAGEMENT SERVICES

Will my ACH Origination and Wire Transfer templates be migrated to the new Burke & Herbert Bank Commercial Online Banking platform?

Yes, as long as the formatting of the current templates are correct they will be migrated over.

Will my scheduled and recurring ACH Origination and/or Wire Transfer transactions be migrated to the new Burke & Herbert Bank Online Banking?

Recurrences of ACHs and Wires will be converted. It is recommended to review the schedules of recurrences post migration.

What is the last effective date I can originate/transmit an ACH Origination file?

The effective date is June 12, 2026 at 12:00 PM.

Will my Positive Pay issued check item(s) and ACH Positive Pay Payment Rules be migrated to the new Burke & Herbert Bank Online Banking system?

Yes, they will both be migrated to the new Burke & Herbert Bank Commercial Online Banking platform.

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 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 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.

AUTHORIZATION TO OBTAIN INFORMATION. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the account, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

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. 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 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.

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. 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 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 the death of a joint tenant, 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, Pennsylvania or West Virginia is subject to the Delaware, Kentucky, Pennsylvania 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.

FINANCIAL EXPLOITATION. As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we acted in good faith and exercised reasonable care. For purposes of this section, “adult” means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

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.

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 1-1/ 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 for 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.

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 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 Commonwealth of Virginia. 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.

DIRECT DEPOSITS. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. If your account is overdrawn, you authorize us to deduct the amount of the overdraft from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

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 EFT 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 EFT debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. 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.

SPECIAL ACCOUNT INSTRUCTIONS. You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or provide us with other protection. We may require that account changes requested by any account owner, such as adding or closing an account or service, be evidenced by a signed document that evidences a change to an account and accepted by us. You and any surviving owner or beneficiary agree to indemnify and hold us harmless from any claim or liability asserted against us as a result of the disposition of funds in reliance on this Agreement and any account designations of yours.

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.

LIABILITY. If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING. You must provide a taxpayer identification number (hereinafter TIN) with your account with us. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of payments.

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. Only one notice will be given in the case of joint account holders.

SEVERABILITY. If a court for any reason holds a provision of this Agreement to be unenforceable, the rest remains fully enforceable. All headings are intended for reference only and are not to be construed as part of the Agreement.

ENFORCEMENT. You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney’s fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

EFFECTIVE APPLICABLE LAWS AND REGULATIONS. You understand that this Agreement is governed by the laws of Virginia, 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.

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 wanted 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.

TRUTH IN SAVINGS

Platinum Checking

RATE INFORMATION. The interest rate on your account is 0.150000% with an annual percentage yield of 0.15%.

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 limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded daily and will be credited to the account monthly. 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 \$15.00 monthly fee will be imposed every month if the minimum daily balance falls below \$2,500.00. The fee will be waived if the account maintains at least a \$2,500.00 minimum daily balance.

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

PROCESSING ORDER. You understand that when two or more items are presented for payment on the same day, the law allows us to pay them in any order. For now, we have chosen to pay the items in the following order:

Teller counter checks, ATM withdrawals, debit card purchases, ACH Transactions, checks presented over the counter by serial number, and then checks presented from the Federal Reserve by serial number order. Items that are not checks are presented to the system as of the time of the transaction were processed. We can, in good faith, choose a different order of payment after giving you any legally required notice. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

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 noncash items (for example, checks). TRANSACTION LIMITATIONS. No Transaction limitations apply to this account

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 03/05/2026. To obtain the current rate(s) and annual percentage yield information, please call 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.

The following fees and charges apply to this account:

Early Account Termination Fee: An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

Prime Checking

MINIMUM BALANCE REQUIREMENTS. You must deposit \$25.00 to open this account.

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

PROCESSING ORDER. You understand that when two or more items are presented for payment on the same day, the law allows us to pay them in any order. For now, we have chosen to pay the items in the following order:

Teller counter checks, ATM withdrawals, debit card purchases, ACH Transactions, checks presented over the counter by serial number, and then checks presented from the Federal Reserve by serial number order. Items that are not checks are presented to the system as of the time of the transaction were processed. We can, in good faith, choose a different order of payment after giving you any legally required notice. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

TRANSACTION LIMITATIONS. You may make an unlimited number of deposit(s) into your account.

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.

The following fees and charges apply to this account:

Monthly Service Fee: You will be charged a \$7.00 Monthly Service Fee per statement cycle.

Early Account Termination Fee: An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

Plus Checking

MINIMUM BALANCE REQUIREMENTS. You must deposit \$25.00 to open this account.

A \$10.00 monthly fee will be imposed every month if the minimum daily balance falls below \$100.00. The fee will be waived if the account maintains at least a \$100.00 minimum daily balance.

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

PROCESSING ORDER. You understand that when two or more items are presented for payment on the same day, the law allows us to pay them in any order. For now, we have chosen to pay the items in the following order:

Teller counter checks, ATM withdrawals, debit card purchases, ACH Transactions, checks presented over the counter by serial number, and then checks presented from the Federal Reserve by serial number order. Items that are not checks are presented to the system as of the time of the transaction were processed. We can, in good faith, choose a different order of payment after giving you any legally required notice. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

TRANSACTION LIMITATIONS. You may make an unlimited number of deposit(s) into your account.

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.

The following fees and charges apply to this account:

Early Account Termination Fee: An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

Statement Savings

RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account.

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	Below \$25.00	0.000000%	0.00%
2	Equal to or greater than \$25.00 but less than \$1,000.00	0.020000%	0.02%
3	Equal to or greater than \$1,000.00 but less than \$10,000.00	0.100000%	0.10%
4	Equal to or greater than \$10,000.00 but less than \$50,000.00	0.250000%	0.25%
5	Equal to or greater than \$50,000.00	0.500000%	0.50%

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 limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited to the account monthly. 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 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 1,460 days of inactivity.

PROCESSING ORDER. You understand that when two or more items are presented for payment on the same day, the law allows us to pay them in any order. For now, we have chosen to pay the items in the following order:

Teller counter checks, ATM withdrawals, debit card purchases, ACH Transactions, checks presented over the counter by serial number, and then checks presented from the Federal Reserve by serial number order. Items that are not checks are presented to the system as of the time of the transaction were processed. We can, in good faith, choose a different order of payment after giving you any legally required notice. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

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 (for example, checks).

TRANSACTION LIMITATIONS. 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 offered within the most recent seven calendar days, and were accurate as of 03/05/2026. To obtain the current rate(s) and annual percentage yield information, please call 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 monthly and will be credited to the account monthly. 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 monthly and will be credited to the account monthly. 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.

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 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
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.

Money Market Account

RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account.

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	Below \$25.00	0.000000%	0.00%
2	Equal to or greater than \$25.00 but less than \$1,000.00	0.020000%	0.02%
3	Equal to or greater than \$1,000.00 but less than \$10,000.00	0.100000%	0.10%
4	Equal to or greater than \$10,000.00 but less than \$50,000.00	0.250000%	0.25%
5	Equal to or greater than \$50,000.00	0.500000%	0.50%

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 limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited to the account monthly. 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.

PROCESSING ORDER. You understand that when two or more items are presented for payment on the same day, the law allows us to pay them in any order. For now, we have chosen to pay the items in the following order:

Teller counter checks, ATM withdrawals, debit card purchases, ACH Transactions, checks presented over the counter by serial number, and then checks presented from the Federal Reserve by serial number order. Items that are not checks are presented to the system as of the time of the transaction were processed. We can, in good faith, choose a different order of payment after giving you any legally required notice. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

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 (for example, checks).

TRANSACTION LIMITATIONS. 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 offered within the most recent seven calendar days, and were accurate as of 03/09/2026. To obtain the current rate(s) and annual percentage yield information, please call 1-855-571-5824.

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

CONSUMER ELECTRONIC FUNDS TRANSFER DISCLOSURE

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 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.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

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

BURKE & HERBERT BANK DEBIT CARD SERVICES:

- 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 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): MasterCard, PULSE

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 actual (ledger) account balance. 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 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 - Mastercard®. If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

IMPORTANT ADDITIONAL FEE NOTICE. Mastercard® charges us a Currency Conversion Fee of .20% of the transaction amount for performing currency conversions and a Cross-Border Fee of .90% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 1.10% of the dollar amount on all cross-border transactions - i.e., transactions processed through the “Global Clearing Management System” or the “Mastercard Debit Switch” 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 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 your 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 151510, Alexandria, Virginia 22315

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please 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 Debit Cards or compromised PINs) or write to: P.O. Box 151510, Alexandria, Virginia 22315

The customer should notify Burke & Herbert Bank as soon as possible after he/she learns of the loss, theft or misuse, of his/her 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 or 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 or 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 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 MasterCard logo. These limits apply to unauthorized transactions processed on the MasterCard or PULSE Network.

If you notify us about an unauthorized transaction involving your card with the MasterCard logo and the unauthorized transaction took place on the MasterCard or PULSE 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 MasterCard 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 MasterCard or PULSE Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the MasterCard logo that involve PIN-based debit transactions not processed by the MasterCard or PULSE Network, including ATM transactions, are described under “Consumer Liability” above.

ILLEGAL USE OF BURKE & HERBERT BANK DEBIT CARD. You must not use your Burke & Herbert Bank 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 151510, Alexandria, VA 22315 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. 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 Schedule of Fees 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 Schedule of Fees, which is hereby incorporated into this document.

SCHEDULE OF FEES. The Schedule of Fees 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 Network 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 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:

Accounts Eligible for Overdraft Privilege Service (cont.)

- 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 twenty-five (25) 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.

Reinstatement of Overdraft Privilege Service

Overdraft Privilege Service can be reinstated if the account is in good standing for 90 days at the time of the customer’s request. For an account to be deemed in good standing;

- a) The account must not be overdrawn during the 90-day period;
- b) The account must show consistent deposits e.g. weekly/biweekly/monthly deposits.

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 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 151510, Alexandria, VA 22315.

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.

FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at Burke & Herbert Bank. It applies to the availability of funds in all of your accounts except for funds deposited to certificate of deposit (CD) accounts. We reserve the right to delay the availability of funds deposited to these accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean customer and the terms "our," "we," or "us" mean Burke & Herbert Bank.

YOUR ABILITY TO WITHDRAW FUNDS. 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 that we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. 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.

DEPOSITS AT OTHER LOCATIONS. This availability policy only applies to funds deposited at Burke & Herbert Bank. Please inquire for information about the availability of funds deposited at other locations.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you by the first business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second 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 by the first business day, 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 send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, 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 \$6,800.00 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 seventh (7th) business day after the day of your deposit.

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 electronic direct deposits to your account will be available on the day we receive the deposit. Funds from cash, wire transfers, and checks drawn on Burke & Herbert Bank will be available on the day we receive the deposit if the deposit meets certain conditions. For example, the deposits must be payable to you.

Next-Day Availability. The first \$6,800.00 of a day's total deposits of the following will be available by the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you.

- 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

The excess over \$6,800.00 of a day's total check deposits will be available by the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,800.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available by the ninth (9th) business day after the day of your deposit.

HOLDS ON OTHER FUNDS FOR CHECK CASHING. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

DEPOSITS AT PROPRIETARY AUTOMATED TELLER MACHINES (ATMs). 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.

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 foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

ADDITIONAL DEPOSIT INFORMATION.

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 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.

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 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. 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 RIGHTS 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 your 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 also are 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 other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your 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:	(855)571-5824 or
Mail at:	Burke & Herbert Bank P.O. Box 179 Moorefield, WV 26836
Email at:	ask@burkeandherbertbank.com

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means 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 the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received 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 recredit 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 ACCOUNT AGREEMENT

CHECKING ACCOUNT

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.

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.

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 1-1/4 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 for 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.

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.

CHECKING ACCOUNT WITH SUBACCOUNTS. This provision only applies to Checking and Negotiable Order of Withdrawal ("NOW") accounts. Your account consists of two subaccounts; a checking subaccount and a savings subaccount. The checking subaccount is your transaction account.

If the amount of money in your checking subaccount exceeds a certain threshold amount, we will transfer the amount above the threshold amount into your savings subaccount. We will make the transfer at the beginning of each monthly statement period. We determine the threshold amount in our sole discretion. If on any day the daily beginning balance in your checking subaccount is less than the total of the new debits (such as checks and other withdrawals), then money will be automatically transferred from your savings subaccount back to your checking subaccount. The amount transferred back to the checking subaccount will be the total of the debits minus the daily beginning balance, but will not exceed the amount of money in the savings subaccount. If six transfers from the savings subaccount to the checking subaccount occur during any statement period, then the entire balance of the savings subaccount will be transferred to your checking subaccount for the remainder of that statement period.

The transfers between the subaccounts will occur only on our books. Other than as described above, the Agreement controls your account as if there were no subaccounts.

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 Commonwealth of Virginia. 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.

DIRECT DEPOSITS. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. If your account is overdrawn you authorize us to

deduct the amount of the overdraft from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

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 EFT 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 EFT 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.

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.

LIABILITY. If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an

insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING. You must provide a taxpayer identification number (hereinafter TIN) with your account with us. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of payments.

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.

SEVERABILITY. If a court for any reason holds a provision of this Agreement to be unenforceable, the rest remains fully enforceable. All headings are intended for reference only and are not to be construed as part of the Agreement.

ENFORCEMENT. You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

EFFECTIVE APPLICABLE LAWS AND REGULATIONS. You understand that this Agreement is governed by the laws of Virginia, 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.

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 business 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: Pulse, MasterCard. 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. 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 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 - Mastercard®. If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

IMPORTANT ADDITIONAL FEE NOTICE. Mastercard® charges us a Currency Conversion Fee of .20% of the transaction amount for performing currency conversions and a Cross-Border Fee of .90% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 1.10% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "Mastercard Debit Switch" 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. 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 notify us within 1 business day of your becoming aware of a security loss event or unauthorized activity, your liability is limited to unauthorized transactions that occurred before notice. If you become aware of any security loss event or unauthorized activity and fail to notify us in a timely manner, your liability is unlimited. 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 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 151510
Alexandria, VA 22315
Phone Notification: 1-855-571-5824 during business hours

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 of the request within 0. Our contact information for such notification is:

Written Notification: Burke & Herbert Bank
Address Notification: P.O. Box 151510
Alexandria, VA 22315
Phone Notification: 1-855-571-5824 during business hours

You understand that we will determine whether an error occurred within 45 days after we receive your request and will correct any error promptly, however, we may take up to 90 days to investigate your complaint or question. 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.

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.

CONSUMER 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 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 vaults 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 close the vault due to fire, mobs or any other reason we feel is necessary to ensure the security of the vault.

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. This Lease and all aspects of the property contained in your Safe Deposit Box shall be subject to and governed by the law of the State where the Safe Deposit Box is located, 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.

BUSINESS LEASE AGREEMENT SAFE DEPOSIT BOX

DEFINITIONS. Throughout this Lease, the terms "you" and "your" refer to the Renter 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 vaults 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 close the vault due to fire, mobs or any other reason we feel is necessary to ensure the security of the vault.

CHANGE OF AUTHORIZED SIGNERS. In the event of any change of signers, a new duly prepared authorization document, along with a newly executed Lease containing the names and signatures of all newly authorized signers, must be presented to and be acceptable to us. We may rely exclusively upon the absence of any such notification in allowing access to the Safe Deposit Box.

BANKRUPTCY 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 bankruptcy of the Renter or of any other person having the right of access to the Safe Deposit Box. We may refuse access to the Safe Deposit Box upon a Renter's bankruptcy, to the extent permitted by law. We may refuse withdrawal of any of the Safe Deposit Box's contents: (1) until we have received satisfactory evidence of authority for access due to an adverse claim under applicable laws; or (2) until we grant access to the Renter as provided under applicable laws. We may rely exclusively upon the absence of any such notification in allowing access to the Safe Deposit Box. We agree to be party to the listing of the contents of the Safe Deposit Box for tax purposes or any other reason that may be required or permitted by law.

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.

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.

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. This Lease and all aspects of the property contained in your Safe Deposit Box shall be subject to and governed by the law of the State where the Safe Deposit Box is located, 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.

FACTS WHAT DOES BURKE & HERBERT BANK & TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION? **Burke&Herbert Bank**

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- account balances and payment history
- credit history and transaction or loss history

When you are *no longer* our customer, we continue to share your information as described in this notice.

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies may share their customers' personal information; the reasons Burke & Herbert Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Burke & Herbert Bank share?	Can you limit this sharing?
For our everyday business purposes such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing

- Call 1-855-571-5824 and speak to a Client Care Center Representative
- Visit us online at burkeandherbertbank.com/privacy-opt-out
- Visit one of our branches and speak to a Relationship Banker

If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions Call 1-855-571-5824 or go to burkeandherbertbank.com

Who we are	
Who is providing this notice?	Burke & Herbert U.S. legal entities that utilize the name Burke & Herbert, as well as the entities listed in the <i>Burke & Herbert U.S. legal entities</i> section of this Notice.
What we do	
How does Burke & Herbert Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit employee access to information on a business need to know. We maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information.
How does Burke & Herbert Bank collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ open an account or deposit money ■ apply for a loan or give us your income information ■ provide employment information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Our affiliates include Burke & Herbert U.S. legal entities that utilize the name Burke & Herbert, as well as a financial holding company, Burke & Herbert Financial Services Corp. and Burke & Herbert Wealth Services, LLC</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Burke & Herbert Bank does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include financial services companies, debit card companies, credit card companies.</i>

Other important information	
Special Notice for State Residents	
Residents of Alaska, California, and New Mexico have additional rights under state law.	
<ul style="list-style-type: none"> • Residents of Alaska, and California do not have to take any further action to limit the sharing of information – such limits are already in place. Burke & Herbert Bank will not share any of your non-public personal information (other than as permitted by law) with affiliates or nonaffiliates unless you first authorize us to do so. • Residents of New Mexico do not have to take any further action to limit the sharing of information with nonaffiliates – such limits are already in place. Burke & Herbert Bank will not share any of your non-public personal information (other than as permitted by law) with nonaffiliates unless you first authorize us to do so. • Residents of Vermont: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at burkeandherbertbank.com or call 1-855-571-5824. 	

Burke & Herbert U.S. legal entities	
Burke & Herbert U.S. legal entities that utilize the name Burke & Herbert, as well as the following entities: Burke & Herbert Bank & Trust Company ("Burke & Herbert Bank"); SFGI Direct, a division of Burke & Herbert Bank & Trust Company; Burke & Herbert Wealth Services, LLC; and Burke & Herbert Financial Services Corp.	



YOUR SCORE, YOUR STORY.

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WITH CREDIT SCORE MONITORING, YOU HAVE ACCESS TO:

- Get Score Alerts
- Try the Credit Score Simulator
- Track Your Debt-To-Income Ratio
- See Personalized Tips & Recommendations
- Track Your Credit Goals



AVAILABLE IN THE APPLE APP STORE OR THE GOOGLE PLAY STORE



SCAN THE QR CODE TO DOWNLOAD THE B&HB DIGITAL BANKING APP

**Burke
&Herbert
Bank**

300 N. Main Street
Moorefield, WV 26836

PRST FIRST CLASS
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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
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