



BUSINESS ONLINE BANKING ENROLLMENT PACKAGE

Thank you for choosing to bank with WashingtonFirst Bank. We appreciate your interest in our Online Banking services. We offer more Cash Management services in addition to Online Banking. These include the ability to make transfers, send money, and pay bills to almost anyone. These services can be added now or at any time by completing an Agreement. Ask your Relationship Manager for additional details.

This package contains:

- Online Banking Agreement for Business and Commercial Accounts
- Business Online Banking Enrollment Worksheet
- Schedule of Fees

To get started, please:

- 1) Read the Online Banking Agreement.
- 2) Complete the Enrollment Worksheet. Don't forget to initial the bottom of each page, circle the number of security tokens received (if applicable), and sign the last page. If you selected any Additional Services on page 10, complete the Separate Service Agreement for each.
- 3) Return to your Relationship Manager for processing.

Generally, your Administrator will have access to the service within three business days of receipt. If you need it sooner, just ask.

ONLINE BANKING AGREEMENT BUSINESS AND COMMERCIAL ACCOUNTS

Please read this Online Banking Agreement (“Agreement”) carefully. By using any of WashingtonFirst Bank’s Online Banking Services, you agree to the provisions of this Agreement. This Agreement states the terms and conditions governing the use of WashingtonFirst Bank’s Online Banking Services for business and commercial customers. These terms and conditions set forth your and our rights and responsibilities concerning your use of our Online Banking Services, and are in addition to those that apply to any accounts you have with us or any other services you obtain from us.

In this Agreement, “you” and “your” mean each person who applies to use WashingtonFirst Bank’s Online Banking Services, and all Authorized Users and Administrators, as defined herein. “Us”, “Our”, “We”, or “Bank” means WashingtonFirst Bank. The term “Online Banking” means our service that allows you to make payments, transfer funds, access accounts, obtain information, request online stop payments and perform other transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

SERVICES.

ONLINE BANKING

Online Banking services allow you to perform a number of banking functions on accounts linked to the service through the use of a personal computer. Unless indicated otherwise by the context, "linked Bank accounts" or "linked accounts" refers to all of your accounts with us that you have linked to Online Banking. Online Banking is generally available 24 hours a day, 7 days a week. We only process transactions and update information on business days, Monday through Friday. Holidays, when the Bank is closed, are not considered business days. With WashingtonFirst’s Online Banking, you can:

- See your account activity on loans and deposit accounts
- Transfer funds to linked accounts
- Make loan payments
- Reconcile your statement
- Export your account information to Quicken or MS Money
- Request a stop payment

Additional services may be made available with a separate application and / or Service Agreement. Service fees and charges may apply as disclosed in the separate Service Agreement. When provided, you can:

- Pay bills
- Originate Automated Clearing House (ACH) Transactions
- Initiate a Wire Transfer request
- Review Positive Pay Exception Items

Notwithstanding terms and conditions specific to a separate Service Agreement, all transactions performed via Online Banking are governed by this Agreement.

You will be assigned a user ID and will be required to select or create one or more codes, passwords, and/or Personal Identification Numbers (PIN), to access your accounts via Online Banking. You may also be required to comply with additional security procedures involving images, phrases, questions and matching answers, security tokens or other measures designed to protect against unauthorized access. These are referred to together or separately as the “Security Procedures.” You agree to maintain the confidentiality of the Security Procedures at all times, and to disclose the Security Procedures only to those persons that you authorize to transact business on your account.

FEES.

We will charge you fees for accessing your accounts through WashingtonFirst Bank's Online Banking services pursuant to the Fee Schedule attached hereto and made a part hereof. The fees we charge for our services may be changed from time to time upon 30 days written notice to you prior to the effective date of the change. Continued use of the account after the effective date will constitute your agreement to the change. Additionally, fees, as described in the applicable product or account disclosure may apply to services ordered online and to transfers from a loan account. You authorize us to deduct automatically all applicable charges and fees from your account. Please note that your internet service provider and/or phone company, depending on the arrangement you have established with them, may assess fees. There will be no charge for any item if needed to correct a Bank error. WashingtonFirst Bank reserves the right to charge you for research time involving payments no longer available in your screen history.

RESTRICTIONS ON ONLINE BANKING TRANSACTIONS.

There are certain limitations on the use of electronic banking services. These include, but are not limited to, the following:

- You must have enough available money or credit in any account from which you instruct us to make a transfer. We may charge a transfer against the account even though the charge creates an overdraft, or we may refuse to make the transfer if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft protection line of credit or similar plan, any overdraft will be governed by the terms of that account agreement rather than this Agreement.
- Banking regulations limit transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone or computer transfer to six per statement cycle with no transfers by check, draft, debit card, or similar order to third parties. Transactions that exceed these limits will be subject to the excessive withdrawal fee.
- Banking regulations limit transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer to six per statement cycle with no more than three by check, draft, or similar order to third parties. Transactions that exceed these limits will be subject to the excessive withdrawal fee and we may close your account.
- The Online Banking Service may only be used for lawful purposes. You agree to use the service in accordance with all applicable local, state, and Federal codes, laws, rules, and regulations. These include, but are not limited to, laws pertaining to Unlawful Internet Gambling.

YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC TRANSFERS.

Each person designated by you as authorized to transact business on your business account ("Authorized User") shall be recognized by us to transact business on your behalf. You must advise us in writing of the identity of each your employees, officers, or other representatives whom you have designated as an Authorized User. You must again advise us in writing in the event such person's (s') authorization is terminated. Write to us at:

WashingtonFirst Bank
1146 19th Street NW
Washington, DC 20036
Attn: Operations Department

You may designate an Administrator by advising us in writing. There shall be no more than one (1) Administrator at any one time. The Administrator shall have the authority to designate and remove an Authorized User, and to establish the scope of each Authorized User's authority with respect to Online Banking. By designating an Administrator, you give us permission to communicate directly with the Administrator regarding matters pertaining to your Online Banking services and this Agreement, including without limitation: (1) the designation of new Authorized Users; (2) the issuance of Security Procedures; (3) the assignment and delegation of privileges and restrictions to Authorized Users; and (4) the designation of another Authorized User as an Administrator who will thereafter possess Administrator capabilities.

You shall be liable for all transactions conducted by any Authorized User or Administrator until we are notified in writing that the authority of such Authorized User or Administrator has been terminated and we

have had a reasonable opportunity to act upon the notice. Notwithstanding the foregoing, we are entitled to recognize as an Authorized User any person to whom you have disclosed the Security Procedures, allowed to obtain the Security Procedures or use Online Banking Services, whether or not you have previously designated such person in writing as an Authorized User or Administrator.

You shall be liable for unauthorized electronic transactions involving your accounts to the fullest extent allowed by applicable Federal and state law. We shall have no liability for any unauthorized transactions made by a person designated or deemed an Authorized User or Administrator as provided herein. In no event will we be liable to you for special, indirect, or consequential damages, including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

If your statement reflects an unauthorized or incorrect transaction, contact us at once at:

WashingtonFirst Bank
1146 19th Street NW
Washington, DC 20036
Attn: Operations Department
(202) 331-7031

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.

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. However, there are some exceptions. For instance, we will NOT be liable if:

- Through no fault of ours, you do not have enough money in your account, or available credit, to make the transfer;
- The system was not working properly and you knew about the breakdown before you started the transfer;
- Circumstances beyond our control (such as fire, flood or power failure) prevent the transfer despite reasonable precautions that we have taken;
- The funds in your account are subject to legal process, lien, or other claim restricting transfers;
- The transfer could not be completed due to incomplete or inaccurate information;
- We believe in good faith that the transfer request is unauthorized;
- Federal, state or local law prevented us from completing the transfer;
- You provide incomplete, incorrect, or outdated information regarding a payee or transfer, or if you attempt to transfer funds to a payee that is not on your authorized payee list;
- An account holder is deceased.

There may be other exceptions provided by applicable law, or in the agreements, disclosures and instructions governing your accounts, as amended or modified from time to time.

ONLINE STOP PAYMENT.

Subject to certain limitations, you may request the Bank to stop payment on any check or other item drawn on your account. Our current stop payment fee will be charged for this service as disclosed in our Schedule of Fees. The online stop payment request will be effective if the Bank receives the request at such time and in such manner as to afford the Bank a reasonable opportunity to act upon the request. A stop payment request may be given online and in real time via WashingtonFirst Internet Banking using the Add Stop Payment function. The cut-off time for same-day processing of such requests is **7:00 p.m. EST**. In all events, online stop payment orders are processed on the basis of precise information. If you enter incorrect or incomplete information, the Bank will not be responsible for failing the stop payment on the item. It is the customer's responsibility to verify the check(s) has not been paid by the Bank prior to making the stop payment online.

In the case of any ACH (Automated Clearing House) payment(s) which you have arranged to be regularly debited from your account, oral or written notice must be received by us at **least three business days** before the next payment is scheduled to be made. The Bank will require you to provide the exact amount (or range of amounts), the check number (or range of numbers), together with the name of the payee for each item or range of items. Accuracy is essential since online stop payment orders are processed on the basis of precise information. If you enter incorrect information, the Bank will not be responsible for failing to stop payment on the item.

An online stop payment order becomes effective when we confirm its receipt and have verified that the item or transaction has not been paid by us. You may only stop payment on a check you have written. You may not stop payment on a check for which a cashier's/official check was issued. In addition, you may not stop payment on checks governed by a separate Agreement, such as a check guaranty Agreement. Further, you may not stop payment on a check after acceptance of the check by the Bank.

You should be aware that while payment of an item may be stopped, you may remain liable to any person, including the Bank, who is a holder of the item despite the online stop payment order. The validity and duration of online stop payment orders are subject to applicable state law. Online stop payment orders on checks are good for 180 days (unless renewed or stated otherwise). ACH stop payments affect only the (one) payment specified. For recurring pre-authorized ACH withdrawals, you understand that any subsequent payments to the Payee identified in the specific stop payment request, will continue to be honored until you take actions necessary to revoke the authorization originally given by you to allow multiple and recurring debits to your account.

You agree to indemnify, defend and hold the Bank harmless from any loss, expense, and cost incurred as a result of stopping payment on an item, other than losses or costs arising out of our failure to act in good faith or with ordinary care. If you issue a replacement item, you are responsible for reviewing the prior statements to determine if the original item has been paid. The Bank will only review its records for transactions since your last statement date. The Bank will not be responsible for any loss incurred by you if you issue a replacement item for any check on which you stopped a payment, if payment of the original item was reflected on a previous Bank statement. The provisions of this section shall survive Termination of this Agreement and Disclosure.

STATEMENTS AND NOTICES.

All transfer transactions you make through our Online Banking services will appear in detail on your regular monthly statements. Statements and Notices will be mailed to the current address on file with the Bank. You must notify us in writing if you change your name or address.

DISCLOSURE OF INFORMATION TO THIRD PARTIES.

We do not reveal specific information about customers' accounts or other personally identifiable data to parties outside the Bank unless:

- It is requested or authorized by that customer;
- The information is provided to help complete a transaction initiated by our customers;
- The information is provided to a reputable credit bureau or similar information reporting agency. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report;
- The disclosure otherwise is lawfully permitted or required.

We do not provide account or personal information to third party companies for the purpose of independent telemarketing or direct mail marketing or any non-financial products or services of these companies. We do not disclose any nonpublic personal information about our customers or former customers to anyone except as permitted by law.

AMENDMENTS.

The terms and conditions of this Agreement may be amended in whole or in part at any time with 30 days written notice prior to the effective date of the change. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access. Amendments or changes to the term(s) or condition(s) may be made without prior notice if they do not result in higher fees, more restrictive use of service, or increased liability to you.

YOUR RESPONSIBILITIES TO SECURITY.

The security of your accounts and personal information accessible through the Online Banking system is a joint responsibility of the Bank and you. Among the precautions you should take to help protect your accounts and information on the service are:

- Do not share your user ID, Password, PIN or Security Procedures with anyone
- You can change your Password or PIN as often as you like online, and we encourage you to do so regularly. Do not use birthdays, phone numbers or names that others can guess
- A WashingtonFirst Bank employee will never need to know your Password or PIN, and you should never furnish it to anyone claiming to represent the Bank
- Do not use the Online Banking Service on a public computer or unsecured wireless network
- You should exit from WashingtonFirst Bank Online Banking as soon as you finish your transactions
- Never walk away from your computer with your account information on the screen
- It is best to close your browser after signing off to clear account information from you browser's memory
- Promptly notify the Bank whenever you suspect that unauthorized access or transactions have taken place on your account(s)
- Do not download Internet Banking data to a computer or any storage media that you do not own or control.

You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your Security Procedures without your authorization.

MISCELLANEOUS.

BUSINESS DAY.

Our business days are 9:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday, except for certain Federal and/or state legal holidays. If you have questions concerning the designation of a particular holiday as a business day, please call us at (202) 331-7031 to determine if we are open that day.

OTHER AGREEMENTS.

The accounts governed by this Agreement are also subject to other agreements that you may have with us including, without limitation, the Deposit Account Terms and Conditions. In the event of a conflict between this Agreement and any other agreement or disclosures related to your Accounts or any statement by our employees or agents, this Agreement shall control as the subject matter addressed herein.

NOTICE.

All notices from us will be effective when we have emailed them, mailed them or delivered them to the last address that we have for you in our records. Notices from you will generally be effective once we receive them or at the address provided in this Agreement. If more than one person signs your request for electronic banking services, notice to or from any one of the persons who signed the request shall be effective for all.

ENFORCEMENT OF AGREEMENT.

If we are compelled to enforce the terms of the this Agreement to collect any amounts for which you become liable, you agree to pay our reasonable expenses, including attorney's fees, whether or not litigation is initiated. If we go to court, for any reason, you agree that we can use a copy of any document or electronic documentation, email, or database information to prove what you owe or that a transaction has taken place. These copies will have the same validity as the original documents.

GOVERNING LAW.

Any questions under this Agreement will be decided by applicable Federal law, or, if no Federal law exists, the laws of the Commonwealth of Virginia. If any term of this Agreement cannot legally be enforced, the Agreement is to be considered changed to the extent necessary to comply with the law.

TERMINATION.

You may terminate this Agreement at any time by notifying us in writing or no longer using our electronic banking services. We can also terminate this Agreement at any time. Whether you terminate this Agreement or we do, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed after this Agreement has been terminated.

ACCEPTANCE.

You have agreed to be bound and obligated under the terms of this Agreement and any subsequent amendments to this Agreement by using our electronic banking services.

WAIVERS.

No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.

ASSIGNMENT.

You may not assign this Agreement or your rights or responsibilities under this Agreement to any other party, and any attempted assignment shall be null and void. The Bank may assign this Agreement to any affiliated entity or any successor.

SCHEDULE OF FEES AND SPECIAL SERVICES.

Service	Fee
Account Attachment	\$100
Account Inquiry	\$5
ATM/Debit Card Replacement	\$5 standard; \$35 expedited
Business Online Banking Administrator Support	\$50 per hour/minimum quarter hour
Cashier's Check	\$10
Chargeback	\$15 per item/check returned to us
Collection	\$30 per check
Counter Check	\$1 per check
Courier Service	\$20 per pickup/delivery
Daily Overdraft Charge	\$5 per day
Deposit Verification	\$5
Dormant/Inactive Account	\$5 per month
Faxed Documents	\$2 per page
Foreign Drafts	
Canadian Items	\$35 per item
EU Countries	\$50 per item
All Other Countries	\$75 per item
All Items More Than \$10,000	\$75 per item
Money Market Excessive Withdrawal***	\$15 per item
Non-customer Check Cashing	\$5
Non-sufficient Funds Fee*	\$35 per item
Notary Fee	\$2 per signature notarized
Re-deposited Check Fee	\$5 per item
Research Fee	\$50 per hour/minimum one hour
Savings Excessive Withdrawal**	\$15 per item
Security Tokens	\$10 each additional or replaced; \$40 expedited
Statement Copy/Check Copy	\$5 per item/page
Stop Payment	\$35 per item
Telephone Transfer	\$7 each
Travelers Cheques	1.5% of amount purchased
Travelers Cheques for Two	2.0% of amount purchased
Treasury & Gov't Security Purchase	\$75 per transaction
Uncollected Funds	\$30 per item
Wire Transfers	
Domestic (Outgoing)	\$25 each
International (Outgoing)	\$50 each
Incoming	\$8
Business Analysis Fees	
Monthly Service Charge	\$15 per month
Deposits and Deposited Items	\$0.25 per item
Check / Debits Paid	\$0.25 per item

*An overdraft or non-sufficient funds item may be created by check, point-of-sale purchase, transfer, in-person or ATM withdrawal, or other electronic debit. **Banking regulations limit transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone or computer transfer to six per statement cycle with no transfers by check, draft, debit card, or similar order to third parties. Transactions that exceed these limits will be subject to the excessive withdrawal fee. ***Banking regulations limit transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer to six per statement cycle with no more than three by check, draft, or similar order to third parties. Transactions that exceed these limits will be subject to the excessive withdrawal fee.



BUSINESS ONLINE BANKING ENROLLMENT WORKSHEET

General Company Information

Client Number (bank use):

Company Name _____

Address _____

City, State, Zip _____

Tax ID/EIN Number _____

Phone Number _____

Fax Number _____

Web Site Address _____

Authorizing Individual's Contact Information

Contact Name _____

Contact Title _____

Telephone Number _____

E-mail Address _____

Administrator's Information

You may designate not more than one (1) Administrator at any one time with whom we may communicate regarding your Online Banking Services.

Name _____

Title / Position _____

Contact Number _____

E-mail Address _____

Security Question (No answer) _____

(i.e. favorite color, high school name, city born, etc.- The answer to the question will be asked later.)

Access Capability Account Information Inquire only Internal Transfer

Loan Payment Stop Payment

Additional Services as shown below*

***Complete the Additional Services Authorization**

Authorized to Access Account #: _____

Special Instructions _____

(i.e. only can do internal transfer from acct A to acct B)

Additional Services Authorization

By marking "yes," you are requesting access for your Administrator to the Additional Services selected below. External Transfers (ACH, Wire Transfer, and Bill Pay) may be made via the ACH, Wire, or Bill Payment networks. **These increase the risk of loss to you** as these systems provide the ability to transfer funds to another party. If you chose an External Transfer option, a security token will be made available. To further reduce your risk of loss, the Bank strongly encourages you to select the additional, but optional, controls*. Before access is granted to Additional Services, you must provide the necessary required documentation (see below). Upon approval, a customer representative will notify the Administrator and begin the setup process. **Mark your choices below.**

() **Decline All**

Administrator

Function Access and Controls	Access	--	Two Users Req'd to Complete	--	Token Entry Req'd*
ACH File Transfer	(no) (yes^)	--	()	--	()
ACH Single Entry Transfer	(no) (yes^)	--	()	--	()
Wire Transfer	(no) (yes^)	--	()	--	()
Bill Payment	(no) (yes^)	--	N/A	--	N/A
Positive Pay	(no) (yes)	--	N/A	--	N/A

* Optional Controls: "Two Users Req'd to Complete" - User has access to this function but may not complete a transfer without a second user's verification and approval; "Token Entry Req'd" - In addition to initial log-in, user must re-enter a security token code to complete and External Transfer.

^ When selected, a security token will be made available. See the Schedule of Fees for additional and token replacement charges.

Additional Required Documentation (if selected):

- 1) ACH File Transfer:** The ACH file transfer service, you must execute an ACH Agreement and credit application which will require credit underwriting or review.
- 2) ACH Single Entry Transfer:** The single entry transfer service, you must execute an ACH Agreement and credit application which will require credit underwriting or review.
- 3) Wire Transfer:** Before granting access to the wire transfer service, you must execute a Funds Transfer Agreement.
- 4) Bill Payment:** Separate enrollment is required. An enrollment request must be submitted online, approved by an Authorized party, and finally by the Bank. At this time, additional controls are not available.
- 5) Positive Pay:** Before granting access to the service, you must execute a Positive Pay Agreement.

I acknowledge receipt of the Bank's Online Banking Agreement, separate Service Agreement(s), as applicable, Commercial Schedule of Fees, and no / one (circle one) security token. I agree to the terms of the Agreement(s) and attest that all users will adhere to the Agreement(s).

Authorized Signature: _____

Name: _____

Title: _____ Date: / / _____

Branch Use Only

Customer Verification: _____ Date: _____

Received By: _____ Date: _____

Approved By: _____ Date: _____

Operations Use Only

Input By: _____ Date: _____

Verified By: _____ Date: _____

ACH agreement required: Yes / No

Wire agreement required: Yes / No

Bill Payment agreement required: Yes / No

Positive Pay agreement required: Yes / No

ID/Password Notified By: E-Mail / Phone / Letter