

Business eBanking Disclosure Statement and Agreement

GENERAL AGREEMENT

This Business eBanking Disclosure Statement and Agreement (the “**Agreement**”) identifies the terms and conditions that govern the use of National Capital Bank eBanking, Treasury Management Services, Mobile Banking, Bill Payment, Mobile Deposit Service and You agree that the use of the Service is subject to your Account Agreement and any other applicable agreements you have with us. In the event of a conflict between agreements, this Agreement will control the use of the Service. Any disputes arising from the use of this Service or this Agreement will be handled in accordance your Account Agreement. We reserve the right to modify, add, or remove portions of the Service at any time. This Agreement is subject to change at any time. We will notify you of any material change in these terms via email, or letter. Your continued use of the Service will be deemed to be and constitute your acceptance of any such changes to the Service and this Agreement.

DEFINITIONS OF TERMS

The terms “**you**” and “**your**” refer to users of the Service.

The terms “**we**”, “**us**” and “**our**” refer to either National Capital Bank, a financial institution in the District of Columbia.

The term “**Account(s)**” refers to any demand deposit or savings account(s), including a money market account, certificate of deposit or loan account, which you maintain with us and which can be accessed through the Service.

The term “**Agreement**” refers to this Business eBanking Disclosure Statement and Agreement, and all amendments and modifications hereto.

The term “**BeB**” refers to Business eBanking Services

BeB SERVICES: We will provide you with the Treasury Management Services (the “**Services**”) as you request from time to time, including balance reporting, ACH, wire transfer, and positive pay services. If you request additional Treasury Management Services in the future, they will also be governed by this Agreement and any schedules, exhibits or addendums attached hereto unless we notify you otherwise.

TREASURY MANAGEMENT SERVICES: Instructions on how to use the Services are available through an on-line help system (hereinafter referred to as the “**User Guide**”). A hard copy of the User Guide is available upon request. You are solely responsible for ensuring that your computers and operating software are compatible with our system.

You are responsible for providing and maintaining at your own expense all equipment necessary in connection with the Services. This includes, but is not limited to, telephones, terminals, Internet access,

modems, and computers. We assume no responsibility for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur with your use of the Treasury Management Services system.

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

All specifications, records, Software, forms, systems, security procedures, and programs utilized or developed by us in connection with this Agreement constitute confidential, proprietary property and must be returned to us upon request.

National Capital Bank may amend, change or waive any terms or provisions of the Treasury Management Services Agreement and Application. You agree that as a condition of receiving the Services to comply with all the terms and conditions of the Services License.

TREASURY MANAGEMENT ACCOUNTS: You will inform us of all accounts you wish to access with the Services. If such accounts include accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing your authority.

SERVICE FEES: You agree to pay us the fees established by the Bank for the Services provided. We will charge fees through Account Analysis on your NCB Commercial Checking account(s) with us. We may amend our Service fees from time to time by providing you with notice.

ACCESS TO ACCOUNT DATA: You can obtain balance and other account information through the Services. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. "Posted" items may be reversed due to insufficient funds, stop payments, etc. Items may appear as paid yet may be reversed the next day. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system.

INFORMATION PROCESSING AND REPORTING: We offer a number of services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information which you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors.

Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

INACCURATE/CONFLICTING INFORMATION: If you submit a funds transfer request which describes an intermediary financial institution, beneficiary financial institution or beneficiary by name and identifying account number, we and other financial institutions may process the request on the basis of the identifying number, rather than the name, even if the number identifies a different person, entity, account or financial institution. We are not obligated to review any funds transfer request for inconsistencies or to confirm the correctness of any such request, except to the extent provided in this Agreement.

COMPANY ID, USER ID AND PASSWORDS AND SECURITY PROCEDURES: During the initial enrollment in the BeB Service, NCB will issue a unique Company ID as part of your log in credentials. Additionally, you will be required to create your own User ID and Password – you must use all three to access the System. You agree to: (a) to help safeguard your log in credentials, you should change your password frequently; (b) comply with the User Guide and all security procedures we provide to you in connection with the Services; (c) take reasonable steps to safeguard the confidentiality and security of the Company ID, User ID and Password, User Guide information, and any other proprietary property or information we provide to you in connection with the Services; (d) limit access to your Company ID, User ID and Passwords to persons who have a need to know such information; (e) closely and regularly monitor the activities of employees who access the Services; and (f) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached.

Your Password may be changed by you from time to time within the Service. You agree to notify the Bank to change your User ID and Password immediately if someone who has had access is no longer employed by you or is no longer authorized to use the Services. We may also require you to change your Company ID, User ID, and Password at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you perform a funds transfer with the Service, **you will be required to enter a Login code indicating your authorization (Out-of-Band Authentication) to allocate the funds transfer**, you warrant that the Company ID, User ID, and Password procedures are Business reasonable for the transaction, based on the circumstances involved (e.g., the size, type, and frequency of your transfers, as well as your internal controls). We may process any funds transfer request we receive through the Service which includes your Company ID, User ID, and Password. Fund transfer requests submitted with the Company ID, User ID, and Password will be deemed effective as if made by you, and you will be obligated to pay us the amount of such orders, even if they are subsequently determined to be unauthorized.

You agree that you control the addition and deletion of users and the level of user authority for transactions. You agree to utilize the security and audit features provided by the Service. You also agree

to promptly remove terminated users from access to the Service. You can learn about security features by reviewing the User Guide.

SECURITY: Corporate account takeover is a security threat that we have addressed through the implementation of Out of Band Authentication within the Treasury Management system, including IP address recognition in conjunction with a User ID and Password protection. You acknowledge that it is your responsibility to implement controls to mitigate the risk of malicious activity compromising the security of your accounts accessed through the Treasury Management system. You acknowledge that you understand the security procedures as outlined in the User Guide, which you must follow in order to protect your accounts. Your site administrator is hereby advised to implement dual control and separation of duties for high-risk transactions such as ACH origination and wire transfers. Dual control capability is included in the Treasury Management system however; you acknowledge that it is an option that you must implement in order to protect your accounts. In addition, you acknowledge that it is your responsibility to maintain updated spyware and virus protection on your servers and PC's to prevent malicious activity that could compromise the security of your accounts.

ADDITIONAL SERVICES: If the Bank provides electronic funds transfer services through BeB, you agree to the additional provisions contained in the ACH / Electronic Funds Transfer Service Addendum attached hereto, if applicable.

If the Bank provides wire transfer services through BeB, you agree to the additional provisions contained in the Wire Transfer Service Addendum attached hereto, if applicable.

If the Bank provides Positive Pay Services through BeB, you agree to the additional provisions contained in the Positive Pay Service Addendum attached hereto, if applicable.

CUTOFF HOURS: Several our Services are subject to processing cutoff hours.

All transactions must be submitted to the Bank by the cut-off times noted below to allow processing by the date specified. All times are Eastern Standard Time.

Service	Cutoff Time
Account Transfers	6:00 pm
Stop Payments	Anytime
ACH Processing	4:00 pm
International Wire Transfers	2:00 pm
Domestic Wire Transfers	4:00 pm
Mobile Deposit	6:00 pm

A fund transfer request is deemed to be received by us when the status in your Wire Manager grid changes to Processing. A fund transfer request is deemed to have been processed when the status of the Wire request is Confirmed. Unless you notify us of a problem with the transferor confirmation within five days, you will be deemed to have approved the accuracy of the information contained in the confirmation.

OVERDRAFTS: If we in our discretion overdraft any of your accounts to make any transfers pursuant to this agreement, we shall not be obligated to do so in the future, regardless of the number of times we shall have previously allowed such overdrafts. You shall be liable for the payment of any transfers made by us pursuant to the Agreement even though there were insufficient funds in your account(s) at the time the transfers were made.

LIMITATION OF LIABILITY: Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; or (i) our inability to confirm (to our satisfaction) the authority of any person to act on your behalf. Please refer to our Electronic Funds Transfer Disclosure for additional details.

ARBITRATION: Any controversy arising out of or related to this Agreement or the Services shall be referred to arbitration before the American Arbitration Association, strictly in accordance with the terms of this Agreement. The arbitration shall be heard before an arbitrator mutually agreeable to you and us. If we cannot agree upon the choice of an arbitrator within 10 days, then the arbitration shall be heard by three arbitrators: One chosen by us, one chosen by you, and the third chosen by the first two arbitrators. BY ENTERING INTO THIS AGREEMENT, YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY in connection with this Agreement and the Services. This provision shall not limit or constrain our right of setoff or to obtain provisional or ancillary remedies such as injunctive relief. Neither party shall institute a proceeding hereunder until it has given the other party at least 30 days prior written notice of its intent to do so.

NO ASSIGNMENT: You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

NO THIRD-PARTY BENEFICIARIES: This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.

NOTICES: Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or delivered to you at the statement or mailing address shown for you on our Account or Services records. Notices to us must be sent to National Capital Bank, 316 Pennsylvania Avenue, SE, Washington, DC, 20003.

ELECTRONIC MAIL: You can send us electronic mail ("email") with the Service. Since we may not receive or review it immediately, you should not rely on email if you need to communicate with us right away (e.g., to stop the payment of a check). If you need to contact us immediately, you should contact your branch of account in person or by telephone. We shall have a reasonable time to act upon any e-mail request and reserve the right to reject any transaction or request received by e-mail (e.g., a request to wire funds).

NOTIFY US OF A PROBLEM: You agree to review account transaction activity daily and to report any unauthorized transactions immediately to the Bank. You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about the Accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any Account; (c) a breach in the confidentiality of the Sign-On ID and Password; or (d) other problems related to the Services. Please refer to our Electronic Funds Transfer Disclosure for additional details.

AMENDMENTS: We may amend this Agreement, the Service fees, and the User Guide by providing you with prior written notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.

DISTRICT OF COLUMBIA LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

NO ATTORNEY'S FEES: Attorneys' fees shall not be awarded in any proceeding to enforce the terms of this Agreement.

MONITORING OF COMMUNICATIONS: You agree on behalf of you yourself, your employees and agents that we may monitor and record your communications in connection with the Services at any time, without further notice to you or any party to the communication.

TERMINATION: You or we may terminate this Agreement as to some or all the Services, with or without cause, by giving 30 days prior notice to the other party. We may terminate this Agreement immediately if: (a) you breach any agreement with us; (b) the confidentiality of your User ID and Password is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or the Service; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement shall not affect the rights or obligations of the parties existing prior to termination.

ENTIRE AGREEMENT: This Agreement supplements (and supersedes where inconsistent) the terms of your Deposit Account Agreement with us. Together, they constitute the entire agreement between you and us with respect to the Services. We may at any time request that you submit updated periodic financial information to the Bank.

VALIDITY: If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.