



A Digital Division of Atlantic Union Bank

| Deposit Account Agreement

- o Effective October 13, 2025
- o Important legal information and disclosures

Thank you for choosing Xenith Bank.

This Xenith Bank Deposit Account Agreement (“Xenith Agreement”) is the basic agreement between you and Atlantic Union Bank, DBA Xenith Bank, that governs your account with us. By submitting an account application, or by using any of our deposit account services, you and anyone else identified as an owner of the account agree to the terms in this Xenith Agreement. In the event of an irreconcilable conflict between the terms of this Xenith Agreement and any other applicable Atlantic Union Bank agreements, the terms of this Xenith Agreement will control, unless otherwise explicitly stated.

Xenith Bank is a digital banking division of Atlantic Union Bank. Xenith Bank and Atlantic Union Bank are the same FDIC-insured institution. Deposits are held at Atlantic Union Bank, member FDIC. For purposes of FDIC coverage, deposits under each trade name are not separately insured, but are combined to determine whether a depositor has exceeded the FDIC limit. Atlantic Union Bank is a Virginia state-chartered bank. Your deposits will be held in the Commonwealth of Virginia.

This Xenith Agreement also includes and refers to other disclosures we may provide to you that pertain to your account, including: (1) product information; (2) rate and qualifying balance information; (3) fees associated with the services we provide; and (4) other additional disclosures, such as amendments or agreements, that we provide to you either when you open our account or when we change the terms of your account.

In this Xenith Agreement, when we say “we,” “our,” “us” and the “Bank” it means Atlantic Union Bank, DBA Xenith Bank. “You” and “your” means each account owner. When we say “We may” or “Atlantic Union Bank, DBA Xenith Bank may” do something, that means you authorize us and agree to such action.

When you use a product or service to which this Xenith Agreement applies, you agree that we may provide you with any communications in electronic format to include:

- All legal and regulatory disclosures and communications associated with the product or service available through www.XenithBank.com for your Account.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices located at www.XenithBank.com/Privacy

When we say “day” we mean a calendar day. Our “Business Days” are Monday through Friday, excluding U.S. bank holidays.

The term “sign” or “signing” in this Xenith Agreement means your signature or your electronic signature. By acknowledging or otherwise indicating your consent when submitting your online Account application, you acknowledge that you have opened the type of account indicated on the account opening documents; and you received, understand, and agree to be bound by the terms and conditions of this Xenith Agreement.

Contact Us

Email	support@XenithBank.com
Mail	Atlantic Union Bank DBA Xenith Bank PO Box 5568 Glen Allen, VA 23058

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Opening Your Account

You can open and maintain an account if:

- You are at least 18 years old
- Have a valid U.S. Taxpayer Identification Number (as defined in the Internal Revenue Service Form W-9 instructions <https://www.irs.gov/pub/irs-pdf/fw9.pdf>). Non-resident aliens, signing Form W-8, are not eligible.
- Provide a street address (Post Office boxes are not permitted)
- Have a valid email address

Accounts may only be used for personal, family, or household purposes, and cannot be opened or maintained for business purposes. Accounts may not be opened in the name of a trust or other legal entity or by a fiduciary (e.g., executor, conservator, guardians, trustees, etc.). If a fiduciary is appointed, we may allow the fiduciary to access an account, subject to the fiduciary's verified rights. We are not required to grant access to, or make payment from, an account to a fiduciary if: (1) we have actual knowledge of, or otherwise believe in good faith that there may be a bona fide dispute concerning rights to an account; or (2) we are uncertain as to who is entitled to account access or account funds.

US Patriot Act Notice

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or changes an existing account. **What this means for you:** When you open an account or make changes to an existing account, we will ask you for your name; residential address; date of birth; and Social Security number, or other identifying documents. Our policies may require additional information about you or any person associated with you or with the account when or after you open the account to assure that we comply with "Know Your Customer" requirements. We may restrict or close your account if we are unable to obtain information to satisfy our "Know Your Customer" requirements. By opening an account with us, you confirm that neither you nor any beneficial owner of any account is covered by any sanction's programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

Individual Accounts

We list only one (1) individual as the owner of an account, and we will treat the account as a sole-ownership account. By opening an individual account, you do not intend to create any right of survivorship for any other person.

Payable on Death ("POD") Accounts

When we list one (1) or more persons as the owner(s) of an account payable on death to one (1) or more beneficiaries, we will treat the account as a POD Account. If we receive proof that all owners have died, we will pay the balance of the account to the beneficiary or beneficiaries the owner(s) designated. The beneficiary or beneficiaries must survive all owners to receive payment. Multiple beneficiaries will be paid according to percentage share as designated by account owner,

You may change a beneficiary or beneficiaries at any time by accessing your account online and completing a beneficiary change request or by emailing us at support@XenithBank.com.

We treat an account titled "in trust for (ITF)," "transfer on death (TOD)," or similar language as a POD account.

Power of Attorney

We may, in our discretion (unless applicable law requires us to recognize a statutory form of power of attorney) recognize the authority of a person to whom you have given a power of attorney to enter in transactions relating to your account, until we receive written notice or have actual notice of the revocation of such power of attorney. We may require that you provide us an original copy or certified copy of the power of attorney, properly notarized, and any other documentation we may ask for from time to time. The power of attorney and all other documents must be in a form satisfactory to us. We will not be liable for damages or penalty by reason of

any payment made to, or at the direction of, a person holding a power of attorney (i.e., the person acting as an attorney-in-fact).

Authority of Agents

The term "agent" as used in this Xenith Agreement includes, but is not limited to, the following:

- Any person designated as an agent by any account owner.
- Any person acting as your attorney-in-fact under a power of attorney.
- Any court-appointed fiduciary.

You will be responsible for all the acts of your agent, even if your agent acts contrary to your specific instructions or your best interest or exceeds his or her authority. We are not responsible for your agent's breach of fiduciary duty or misapplication of funds from your account

Using Your Account Deposits and Withdrawals

Deposits and withdrawals are subject to limitations specified in this Xenith Agreement. In addition to any of the limitations specified in the Xenith Truth in Savings Disclosure, we may further restrict or limit your ability to make or receive transfers when we reasonably believe there may be fraudulent, suspicious or illegal activity on or impacting your account.

Our Rights and Responsibilities for Deposits

When you make a deposit, we act only as your collection agent and will not be responsible beyond the exercise of ordinary care.

If a funds transfer is returned to us for any reason, you agree that we may deduct the amount of the transfer from your account. We may send the transfer back for collection a second time without notifying you, and you waive any notice of dishonor and protest. At our discretion, we may return, reject, or refuse to accept a deposit.

Depositing and Withdrawing Funds

We will usually give you provisional credit for items deposited into your account. However, we may delay or refuse to give you provisional credit if we believe in our discretion that your item will not be paid. We will reverse any provisional credit we have given you for an item deposited into your account if we do not receive final credit (or payment) for that item.

You may only deposit or withdraw funds from a single account through an ACH Transfer (as defined below) into or from a single, linked external account at another U.S. financial institution—that's the way you make deposits to and withdrawals from your account. Any changes made to the initial funding account may take 7-10 days to process and may result in an interruption in access to deposited funds.

To link an external account ('linked account'), you must provide proof that the external account: (i) is a deposit account held at a bank located in the U.S., Specified U.S. Territories, or U.S. Jurisdictions; (ii) is an account in which you have full right and authority to the funds; (iii) is not a trust account; and (iv) is individually or co-owned by you. You may not link a business account. We may restrict linking to an external account at specific financial institutions. You authorize us, our agents, and service providers to verify ownership of the external account.

Member FDIC "ACH Transfers" are transfers to or from your account processed under National Automated Clearing House Association ("NACHA") Operating Rules. We may reverse any ACH Transfer to or from your account without prior notice to you at any time as permitted by NACHA.

Death or Incompetence

We may act as if all owners are alive and competent until we receive notice otherwise. After we receive notice of death or incompetence, we may freeze your balance, refuse to accept transactions, and reverse or return deposits. If an account owner dies or is declared legally incompetent, we may comply with court orders and legal documents, and take direction from affiants, court-appointed representatives, guardians, or conservators from your state of residence, even if different than where the account was opened, except as otherwise required by applicable law or court order. We may require additional documentation be provided to us

before complying with the directives. We may require U.S. court documents for customers residing outside of the U.S. at the time of incompetence or death. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. We may continue to honor your instructions until (i) we know of your death or incompetence, and (ii) we have had a reasonable opportunity to act on that knowledge. If an account owner authorizes any transaction, but it's not presented for payment until after that owner dies, we are authorized to pay the transaction. If you owe us a debt at the time of your death, we are permitted to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to your balance after your death.

Funds Availability and Account Balance

Availability of Funds

Funds received by ACH transfer initiated from the funding account to this account will be available four (4) business days after the deposit is initiated. Note, that this product is also configured to require 4 business days for the initial deposit to clear before additional deposits can be made.

For determining the availability of your deposits, every day is a business day except Saturday, Sunday, and federal holidays. Daily cutoff time for deposit processing is 5 p.m. EST. If you make a deposit before the daily cutoff time 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 daily cutoff time or on a day that we are not open, we will consider the deposit made on the next business day we are open.

Available Balance

Your account's **available balance** is the portion of your account balance that is available for you to use immediately. This balance will reflect any processed and pending transactions on your account.

Managing and Maintaining Your Account

Statements and Notices

We will make monthly account statements available to you electronically at the end of each month. You should notify us promptly if your statement is not available within a few days after the end of a month. You agree that all notices and communications to you, including changes to this Xenith Agreement, may be sent electronically. Statements are available by request for up to 7 years.

We will consider account statements and other important account documents delivered when they are prepared, and we send you an email notifying you that they are available to view online. At our discretion, we may suspend or restrict withdrawals from your account if we receive notice of an ineligible email address.

Address or Name Changes

You agree to promptly notify us of any change to your name, email or postal address. We will change your email or postal address within a reasonable time after you request it. If you request that we change your name, we may ask for additional documentation to verify your request.

To notify us of any address change you may contact us in the manner provided on the first page of this Xenith Agreement.

Account Statement Notice Returned or Undeliverable

We will consider your account statement notice as unclaimed or undeliverable if we receive notice that the email address associated with your account is incorrect (for example, we receive a return email as undeliverable). We still make your account statements available to you online.

Please notify us of any email address change using the manner provided on the first page of this Xenith Agreement.

Your Responsibility to Review Account Statements and Notices and Notify Us of Errors

To help prevent fraud on your account, including preventing unauthorized transactions from your account, you agree to take reasonable steps to ensure the integrity of your account and items withdrawn on your account or deposited to it. We recommend, at a minimum, you take the following non-exhaustive preventive measures below to help protect your account from fraud:

- **Reconcile your account statements** when received and promptly notify us of any issues.
- Review your account statements and report fraudulent transactions immediately.
- **If you don't receive an expected statement**, promptly notify us.

Review Your Account Statements

You agree that you are obligated to review your account statements promptly and carefully and identify any unauthorized transactions or errors. You agree to notify us promptly of any such unauthorized transactions or errors. If you fail to notify us promptly of an unauthorized transaction or error as described in this Xenith Agreement, you will be responsible financially for those items unless the law dictates otherwise.

You must notify us within thirty (30) days after we make your statement available to you if:

- Your account statement contains any errors; or
- You did not receive your account statement.

You can notify us of unauthorized transactions on your account statements by contacting us in the manner provided on the first page of this Xenith Agreement.

Dormant Accounts and Escheatment

Dormant Account. Generally, we consider an account with a positive balance dormant if you do not initiate customer-initiated financial activity for a period of twenty-four (24) months.

Escheatment. Once your account becomes and remains dormant for a period of time specified by the laws of your state, your account will be considered abandoned and will "escheat" to the state. This means that if you do not contact us about your dormant account or initiate an account-related activity within the period specified by applicable state unclaimed property laws (generally, three (3) or five (5) years), we will close your account and deliver your account funds to that state. This process is known as escheatment. Funds that cannot be returned or transferred may be considered abandoned under state law, and each state has laws that govern when we are required to send a customer's funds to the state. Account statements will no longer be accessible. To recover your account funds, you must file a claim with the state.

Account Disputes

An account dispute or adverse claim occurs when: (1) there is a controversy, dispute, or uncertainty regarding the ownership of your account or the funds in your account; (2) when another person or entity makes a conflicting demand over the account's ownership or control; or (3) we are unable to determine any person's authority to give us instructions.

In any of these cases we may take the following actions without any liability to you:

- continue to rely on the documents we have on file for your account;
- honor the claim against your account ownership or funds if we are satisfied the claim is valid;
- place a hold on all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction (and we may further require all parties to the dispute to provide us with written agreement that the dispute has been resolved);
- close your account and send the available balance in your account back to your linked account
- pay the funds into an appropriate court and/or petition the court to resolve the dispute.

However, our rights above do not impose an obligation on us to assert these rights or deny any transaction.

Restricting Access to Your Account

If we suspect any suspicious, irregular, fraudulent, unauthorized, or unlawful activities, we can prevent, delay, or decline transactions, freeze all or some of the funds in any account with us that you keep or control, and otherwise restrict access to your account. We may notify all owners and authorized signers on your account about these types of activities and our actions, unless otherwise prohibited by applicable law. With your consent, or if permitted by applicable law, we also may notify certain non-account owners about the events that have created our concerns about these activities. We may continue to delay transactions or freeze funds for these types of activities until (i) our concerns about the activities are resolved to our satisfaction, (ii) the time frame set forth in applicable law, or (iii) we receive a court order that provides us direction. Unless otherwise required by applicable law to take any of the above actions, we may take these actions in our sole discretion and without liability to you.

If a state or federal agency requests us to restrict funds in your accounts, we will comply with their request as permitted under applicable law, and we may notify you, unless otherwise prohibited by applicable law. If we suspect an owner is a victim of elder or vulnerable adult exploitation, we may file a report with the appropriate investigative agency(ies) as provided for by applicable law.

Closing Your Account

Either you or we may close your account at any time for any reason or no reason without prior notice. When you close your account, you are responsible for ensuring that there are no outstanding transactions for your account. We are not required to close your account at your request if you have pending transactions, your account is subject to legal process (such as a garnishment, attachment, execution, or levy) or any type of holds (such as a collateral hold, decedent hold or deposit hold). In those cases, we will limit the types of transactions that you can make until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction/hold has been released.

After we restrict your account in preparation for closing, we will not pay any additional interest on the account. We may close your account if the balance is \$0 or negative.

We may send you electronic notice that we have closed or will close your account and return the balance either personally or by mail to your address on file with us, less any fees, claims, setoffs, or other amounts, if the balance is greater than \$1. If the account has a balance of \$0 for 90-days, the account will close.

After your account is closed, we have no obligation to accept deposits. We may advise consumer reporting agencies of accounts closed for misuse.

This Xenith Agreement continues to apply to your account and issues related to your account even after it closes.

Funds Transfer Service Terms

The following provisions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers to and from your account.

Rules of Funds Transfer Systems

Funds transfers to or from your account will be governed by the rules of the funds transfer system(s) through which the transfers are made ("system rules"), including the National Automated Clearing House Association ("NACHA") and any regional association (each an Automated Clearing House or "ACH"). We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Financial Crimes Enforcement Network ("FinCEN").

Means of Transmission

When acting upon your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select. Based on the

chosen means of transmission, we may require additional documentation from you to complete the transfer and additional terms and conditions may apply.

Notice of Funds Transfers

We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. Unless required by law, we're under no obligation to provide you with any additional notice or receipt.

Reliance on Identification Numbers

If an instruction or order to transfer funds describes the party to receive payment inconsistently by name and account number, you understand and agree that we will rely on the beneficiary account number, even if the name of the accountholder or account number identifies a party different institution inconsistently by name and identification number, the identification number may be relied on as the proper identification of the financial institution.

Erroneous Payment Orders

You could lose funds if you provide incomplete or inaccurate information in your payment orders. We have no obligation to detect errors you make in payment orders (for example, paying the wrong person or the wrong amount). Just because we detect an error once, we won't be obligated to detect future errors. We will rely on the beneficiary account number and beneficiary bank identification number (e.g., IBAN [International Bank Account Number], RTN [Routing Transit Number] or SWIFT BIC [Business Identifier Code]) you provide with an instruction or order.

Your Duty to Report Unauthorized or Erroneous Funds Transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous. In accordance with Regulation E, you must tell us about an unauthorized or erroneous funds transfer no later than sixty (60) days after the earlier of the date we tell you that your funds transfer has been executed, the date we tell you that your account has been debited to pay for such funds transfer, and the date we send to you the FIRST account statement on which such funds transfer appears. For transactions not covered by Regulation E, see Section titled "Review Your Account Statements" above. If you fail to notify us within such time period, and we are required by law to refund to you all or part of the payment which you made, we will not pay interest to you on the amount refunded unless we are required to do so by applicable law.

Please provide us with the following:

- Your name;
- A description of the error or the funds transfer you are unsure about, and why you think it is an error or want more information; and
- The dollar amount of the suspected error.

ACH Transactions

These additional terms apply to payments to or from your account that you transmit through ACH:

- Your rights as to payments to or from your account will be based on the state laws governing your account.
- When we credit your account for an ACH payment, **the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.** If we do not receive final settlement or payment, **we're entitled to a refund from you** for the amount credited to your account.
- Any Originating Depository Financial Institution may initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items you write or authorize

Return of ACH Debit Entries

Under the ACH Rules, we can seek the return of an unauthorized consumer ACH debit entry until midnight of the 60th calendar day following the business day we posted the ACH debit entry to your account. In order to make sure we can meet this return deadline, you must notify us no later than fifteen (15) days after we send or otherwise make available to you your account statement that reflects the unauthorized transaction. This right of return is in addition to your

rights described in the Section titled “Electronic Fund Transfer Services – Your Rights and Liabilities.”

Rejecting a Funds Transfer Request

We may reject a funds transfer request without any liability to you. Some examples may include if:

- you do not have enough available funds in your account for the funds transfer and applicable fees;
- we are unable to verify a payment order or person requesting the funds transfer; or
- we are unable to complete the request for any other reason.

If required by law, we will notify you of our decision to reject the request.

Funds Transfer Security Procedure: Limitation of Liability

You agree that we will follow a commercially reasonable security procedure of our choice to verify the authenticity of an instruction we receive to send a funds transfer from your account. If we offer, but you decline, an optional security procedure that is commercially reasonable, then you agree that the security procedure chosen to verify the payment order is commercially reasonable for your transaction. You agree to be bound by any funds transfer request that we receive and verify following a commercially reasonable security procedure, even if the payment order was not authorized by you, and you agree to indemnify and hold us harmless against any and all claims, causes of action, damages, expenses (including reasonable attorneys’ fees and other legal expenses), liabilities and other losses arising from or in connection with the funds transfer services provided us under this Section.

Any liability we may have under this Section for damages or losses you incur in connection with the funds transfer shall be limited to a refund to you of (i) the funds transferred (less any portion of the funds transferred which are received by you or applied for your benefit) and (ii) our charges relating to the funds transfer. Any rate of interest which we may be obligated to pay as a penalty under Regulation J or Article 4A shall be equal to the rate paid on the account from which the funds transfer should have occurred or to which the proceeds of the funds transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest. You agree that under no circumstances will the Bank be liable for any indirect, incidental, consequential, remote, or special losses or damages, including attorney’s fees and costs. The foregoing limited liability and indemnity will not apply if and to the extent expressly prohibited or restricted by the state laws governing you or your account.

We may reject a funds transfer request without any liability to you. Some examples may include if:

- you do not have enough available funds in your account for the funds transfer;
- we are unable to verify a payment order or person requesting the funds transfer; OR
- we are unable to complete the request for any other reason.

If required by law, we will notify you of our decision to reject the request.

Resolving Disputes, Waiver of Jury Trial and Class and Representative Actions

As used in this Section a “claim” or “dispute” means any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates,

agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand, including all questions of law or fact related thereto.

If you have a dispute with us, we hope to resolve it as quickly and easily as possible. First, we encourage you to discuss your dispute with a banker. If your banker is unable to resolve your dispute, you agree that either you or we can take any action allowed under the law.

**Waiver of Jury Trial
in Litigation**

IN THE CASE OF LITIGATION BETWEEN US, YOU AND WE EACH AGREE TO WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

**Waiver of Class and
Representative
Actions**

NEITHER THE BANK NOR YOU WILL BE ENTITLED TO PARTICIPATE IN, JOIN, OR CONSOLIDATE CLAIMS OR DISPUTES BY OR AGAINST OTHERS AS A REPRESENTATIVE OR MEMBER OF A CLASS, TO ACT IN ANY ARBITRATION OR LITIGATION IN THE INTERESTS OF THE GENERAL PUBLIC, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

Other Important Legal Terms Regarding Your Account

**Rules Governing
Your Account**

This Xenith Agreement, all accounts and services provided to you, and any dispute relating to those accounts and services, are governed by federal law and, when not superseded by federal law, your account will be governed by Virginia law.

**Location of Claims
and Disputes**

Any lawsuit, claim, or other proceeding arising from or relating to your account or this Xenith Agreement will take place exclusively in the state or federal courts in the Commonwealth of Virginia, without regard to conflict of laws principles.

**Amendments to this
Xenith Agreement**

We reserve the right to change the terms of this Xenith Agreement or change the terms of your account at any time. We will give you notice of the change as we determine is appropriate, such as by statement message. Where applicable law permits, we may notify you of the changes by posting a new version of this Xenith Agreement online (such as posting the Xenith Agreement on our website) or emailing the new version of this Xenith Agreement to you. Your continued use of the account following the effective date of any such change indicates your consent and agreement to be bound by this Xenith Agreement, as amended.

**Limitation of
Liability**

Any provision of this Xenith Agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this Xenith Agreement is determined to limit the bank's liability in a way prohibited by applicable law, we will nevertheless enforce the provision to the fullest extent permitted under that law. We will not be liable for anything we do when following your instructions. In addition, we will not be liable if we do not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. **WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.** If this Xenith Agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this Xenith Agreement will govern.

Indemnity

Indemnity in General. You agree to indemnify, and hold us harmless from and against, any and all losses, liabilities, penalties, damages, costs, expenses (including, but not limited to, attorneys' fees and court costs) or other harm or injury that we may incur as a result of any claim asserted against us by any third party arising out of any action at any time taken or omitted to be taken by (i) you under or in connection with this Xenith Agreement, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with this Xenith Agreement and any other agreement which you enter into with us; or (ii) us in reliance upon any certification, evidence of authority, or other document or notice given or purporting to have been given by you to us, or any information or order which you provide to us. This indemnification does not apply to claims that you may assert against us, or to any amounts we are obligated to pay you under the terms of this Xenith Agreement or applicable law.

Your Instructions to Us. Without limiting the above, if you give us instructions which we believe may expose us to potential liability, we may refuse to follow your instructions. If we decide to follow your instructions, you agree to indemnify us against all losses, costs, attorneys' fees, and

any other liabilities we incur. In addition, we may ask you for certain protections, such as a surety bond or your indemnity in a form satisfactory to us.

Restricting your Account: Blocking or Delaying Transactions

There are many reasons we may decline or prevent transactions to or from your account or otherwise restrict your account, but we generally do it to protect you or us, or to comply with legal requirements or legal process. You acknowledge and agree that we may decline or prevent any or all transactions to or from your account, including refusing, freezing, placing a temporary hold, reversing or delaying any specific withdrawal, payment or transfer of funds to or from your account, or removing funds from your account to hold them pending investigation, including in one or more of the following circumstances:

- i. your account is involved in any legal or administrative proceeding (see also the Section titled “Legal Process” for additional terms);
- ii. we receive conflicting information or instructions regarding account ownership, control, funds, or activity (see also the Section titled “Account Disputes” for additional terms);
- iii. we suspect that you may be the victim of a fraud, scam, or financial exploitation, even though you have authorized the transaction(s) (see also the Section titled “Restricting Access to Your Account” for additional terms);
- iv. we suspect that any transaction may involve illegal activity or may be fraudulent (see also the Section titled “Restricting Access to Your Account” for additional terms);
- v. we are complying in our sole discretion with any federal, state, or local law, rule, or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to ensure that we comply with those laws, rules or regulations; or
- vi. we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit deposits to, or withdrawals from, your account (or all of your accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law. We may assign and transfer your account information and documentation to a replacement account number at our discretion and without notice to you. We may make this assignment when we deem necessary to avoid disruptions, including when your account is reported compromised by you or any signer. If we issue you a replacement account number, this Xenith Agreement will continue to govern you and your account, without interruption, as if you retained the discontinued account number. We will have no liability for any action we take under this Section and/or related Sections, and we may take such action without advance notice.

Legal Process

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account. We may accept and act on any legal process we believe (correctly or otherwise) to be valid regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than where the account was opened or where the account, property, or records are located. Further, you agree that we may honor legal process that is served personally, by mail, or facsimile or other electronic means at any of our offices, even if the applicable law requires personal delivery at the office where your account or records are maintained. We may, but are not required to, provide notice to you of legal process relating to your accounts (noting that, in some cases, we may be prohibited from providing you with notice of legal process). We may comply with legal process even though it affects the interests of only one owner or authorized signer of a joint account. Regardless of any action we take, we are not waiving any rights of exemption you may have under any federal or state laws. You are responsible for invoking any exemption rights not otherwise asserted on your behalf. You acknowledge that accounts opened with trust or fiduciary designations (e.g., “John Doe – ITF Jane Doe”) may be subject to levies and other legal process against your records unless our records clearly reflect the existence of an express written trust or court order. Any fees, expenses (including attorneys’ fees and expenses), or losses we incur because of responding to legal process related to your account are your responsibility. We may charge these costs to any account you maintain with us. If legal

process relates to an account or accounts that appear on a combined statement, we may release the entire combined statement, even if that means that we release information related to accounts not otherwise governed by this Xenith Agreement. We may not pay interest on any funds we hold or set aside in response to legal process.

Your Obligation to Pay Our Fees

We are permitted to either directly debit your accounts or bill you for our fees, expenses and taxes incurred in connection with your account and any service. If the available funds in your account are not sufficient to cover the debit, you acknowledge that this may cause your account balance to become negative.

Setoff and Security Interest

If you owe a debt to us or any of our affiliates (either now or in the future) that is due or overdue, you grant us a right of setoff to, and a security interest in, all of your Atlantic Union Bank accounts, including accounts under the Xenith Bank tradename, to secure the debt and, as a consequence, we may use funds in any of your accounts to pay all or part of that debt. If your account is a joint account, subject to the laws of the state where your account resides, we may use the funds in the joint account to pay the debt of any account owner, subject to applicable state law. The debts you owe to us may include, but are not limited to, (1) obligations under promissory notes, this Xenith Agreement, and other agreements; (2) obligations under guarantees and endorsements; and (3) fees, service charges and overdrafts incurred on any account you hold with us. Our security interest will be governed by Article 9 of the Uniform Commercial Code in effect from time to time in the state where your account is located as described in this Xenith Agreement. We do not have to give you any prior demand or notice to apply the funds except as required by law. You expressly agree that our rights extend to any federal or state benefit payments (including Social Security benefits) deposited to your account. If you wish to prevent our exercise of setoff against such deposits, you should arrange not to have them directly deposited into your account. If we're obligated to return any federal or state benefit payments deposited to your accounts after you're no longer eligible to receive them, we may set off against any of your accounts to recover the payments you were ineligible to receive. Our right of setoff won't apply if it would invalidate the tax-deferred status of any tax-deferred retirement account (e.g., a SEP or an IRA) you keep with us. The right of setoff does not apply if the debt is created under a consumer credit card plan or if your right to withdraw funds arises only in a representative capacity. Any term that may exist in another agreement that governs your debt that may also provide for such rights provided here will be governed by that agreement. This Section does not limit or reduce our rights under applicable law to charge or setoff funds in your accounts with us for direct, indirect, and acquired debts or obligations you owe us.

Authorization to Share Information

You authorize us to share information about you and your account with affiliates and third parties unless the law or our Privacy Policy prohibits us from doing so. Please see our Privacy Notice for your choices about information sharing.

Illegal Transactions; Prohibited Activities

You agree to comply with applicable laws and regulations regarding your use of your account. You agree that you will not use your account for any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each of your transactions in all applicable jurisdictions before entering the transaction. We strictly prohibit the use of any account to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling" shall have its meaning set forth in 12 C.F.R. Section 233.2(bb). You agree not to conduct any transactions through the account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith. You also agree not to use your account for any other illegal activity. We may refuse any gambling transaction, whether lawful or not. Transactions in your account are also subject to applicable clearinghouse and Federal Reserve rules and regulations. You will not use your account to send or receive a payment on behalf of anyone who is not a U.S. citizen or resident using The Clearing House Association's Real-Time Payment network. You agree to indemnify us from every action, proceeding, claim, loss, cost, and expense (including attorneys' fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing

us to assert control over any account or funds in an account of yours (or ours) when purportedly cause by, or arising out of, your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority taken by the U.S. or foreign government entity prior to consenting to any legal process initiated by it.

Tax Reporting

You agree that you are responsible for your tax obligations and any funds in, or to be deposited in, your accounts are not proceeds from any criminal activity (including, but not limited to, tax crimes). We will disclose funds in, and any income derived from, your accounts to the relevant tax authorities, if required by applicable law. You agree that all information that you have provided us in connection with your account is complete and accurate, including any information pertaining to your country of citizenship, residence, principal place of business and any other relevant information to determine your legal and tax status. You agree to notify us and/or provide us with any changes related to your tax affairs as we may request in order to comply with our regulatory obligations.

Special Provisions for Pass-through Accounts

If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example as a trustee, agent, nominee, guardian, executor, custodian, or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for “pass-through” insurance from the FDIC. This means the account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership capacity). If the account has transactional features, you, as the account holder, must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC’s requirements as specified below. The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event Atlantic Union Bank fails. That information can be accessed on the FDIC’s website at www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html. You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of a bank failure, you agree to provide the FDIC with the information described above in the required format within twenty-four (24) hours of a bank failure. As soon as a receiver is appointed, a hold will be placed on your account and that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and may result in legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which will cause a delay when the beneficial owners could receive funds. Despite other provisions in this Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third-party beneficiary of this section.

As soon as a receiver is appointed, a hold will be placed on your account and that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and may result in legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which will cause a delay when the beneficial owners could receive funds. Despite other provisions in this Xenith Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third-party beneficiary of this section.

Banking Practices

In the absence of a specific provision in this Xenith Agreement to the contrary, your Account will be subject to our usual banking practices and, to the extent not inconsistent therewith, the general commercial banking practices in the area we serve.

Disputing Information Reported to a Consumer Reporting Agency

Credit Verification Information

You agree that we may verify credit and employment history through third parties, including, but not limited to, consumer reporting agencies, or verify any previous banking relationships of yours for any accounts you have with us now or in the future. We may

report information about your deposit accounts to Consumer Reporting Agencies. As a result, this may prevent you from obtaining services at other financial institutions. **If you believe that we have reported inaccurate or incomplete information about your account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency.** You may also submit a dispute directly to us in writing. Provide your name, address, and phone number; the account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.

Telephone Calls

Calling, Monitoring and Recording. When you give a telephone number (including a cell number) directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that telephone calls include both telephone calls and text messages from your phone or cell phone. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us on your account as well as marketing calls. When we place calls to you, we may use automatic telephone dialing systems and artificial, text, or prerecorded messages. You agree that such authorization and consent is an essential term of this Xenith Agreement, is a part of the bargained-for exchange between us and you, is a part of the consideration for this Xenith Agreement, and cannot be revoked or altered except as expressly agreed to in writing between us. You also agree that we may monitor and record all of your communications with us, whether such communications are in person or electronic (including by telephone or computer) for any reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that we are not required to remind you before or during each telephone call or communication that the conversation is subject to being monitored or recorded in accordance with applicable state and federal law. If you authorize someone to do business with us on your behalf, such as by power of attorney, you will be responsible for obtaining their permission to our recording of their communications with us.

Controlling Language

English is the controlling language of our relationship with you, including the terms of this Xenith Agreement. Items you write, such as checks or withdrawal slips, must be written in English. For your convenience, we may, but are not obligated to (unless required by law), translate some forms, disclosures, and advertisements into another language, but if there is a discrepancy, the English version prevails over the translation.

Conflicting Agreements

If another service we offer has a separate agreement, and there is an irreconcilable conflict between the terms of this Xenith Agreement and the separate agreement, the conflicting terms of the separate agreement will apply unless otherwise explicitly stated.

Timing of Notices

Any notice you send us is effective once we receive it and have a reasonable opportunity to act on it, subject to applicable law. You must send any notice according to the specific delivery instructions provided elsewhere, if any.

Force Majeure

You agree that we will not be liable for any loss or damage due to delays or failure to perform resulting from circumstances beyond our reasonable control (such as telecommunications or electrical outages or malfunctions, postal strikes or delays, computer system failures, war, terrorism, riot, labor trouble, natural disaster or pandemics or epidemics). The time, if any, required for such performance under this Xenith Agreement shall be automatically extended during the period of such delay or interruption.

Assignment of Agreement and Successors

This Xenith Agreement will be binding on your personal representative, executors, administrators, and successors, and on our successors and assigns. You may not assign, transfer, or grant a security interest in your account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent to the assignment in writing and note the assignment in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

Headings and Captions

The headings and captions identifying the various Sections and Subsections of this Xenith Agreement are for reference only and do not define, modify, expand, or limit any of the terms or provisions herein.

Severability

Any term of this Xenith Agreement that is inconsistent with the state laws governing your account will be excluded to the extent of such invalidity. We will consider the invalid term modified and applied in a manner consistent with such laws. Such modification will not affect the enforceability or validity of the remaining terms of this Xenith Agreement.

No Waiver

If we fail to exercise any right, that does not mean that we waive that right or any other right, and we may still enforce all our rights in the future.

Definitions

Listed below are definitions of terms commonly used in this Xenith Agreement:

“**ACH**” means the Automated Clearing House Network.

“**ACH debit entry**” means an electronic instruction requesting the withdrawal of funds from your account through ACH.

“**ACH transaction**” means a deposit or payment transferred to or from your account through an ACH.

“**agent**” has the meaning set forth in the Section titled “Opening Your Account.”

“**authorized signer**” means a person who is authorized to sign checks or otherwise initiate transactions on an account.

“**available balance**” means the portion of your account balance that is available for you to use immediately.

“**endorsement**” means a signature, stamp, or other mark on the back of a check to transfer, restrict payment, or make the signer responsible for the check.

“**item**” means any transaction that, if paid, would create a debit or credit to the account including, for example, a check, debit, or deposit.

“**unauthorized transaction**” means a transaction that (i) is missing a required signature or other evidence showing you have authorized it or (ii) is altered.