



Welcome to C&F Bank, where we're always focused on you.

Dear Valued Customer,

The transition of Peoples Community Bank products, systems, and signage to C&F Bank is scheduled for April 27, 2020. The enclosed booklet provides information on changes that may affect the balance requirements, fees, or other particulars of your account(s). You will also receive a comprehensive guide in April that shares specific information about all C&F Bank products and services available to you, so please be watching for it in your mailbox!

Please note that you will also receive information on or near these dates if you have the following products or services with Peoples:

| | |
|---------------------------------------|-------------------------|
| <i>Prior to April 24th</i> | MasterCard® Debit Card |
| <i>Prior to April 24th</i> | Online Banking/Bill Pay |

We are extremely pleased to welcome you as a valued business customer of C&F Bank, which will soon offer a total of 30 branches and 28 ATMs ranging from central to eastern Virginia. Our goal is to give you access to additional products, services, and locations for your financial needs while continuing to provide the same outstanding customer service that you have come to expect from Peoples.

Please call our Customer Support line at **804.843.2360** between 8:00 a.m. and 7:00 p.m. Monday through Friday, Saturday 9:00 a.m. to Noon, or visit any of our local Peoples branches if you have additional questions or concerns. We're always happy to see you when you visit! If you would like to learn more about C&F Bank, please visit cfc.com where you'll find more information about our company.

Thank you for banking with Peoples and now giving us the opportunity to earn your trust and respect as C&F Bank. We look forward to a long and successful relationship with you as your bank.

Sincerely,

Matthew H. Steilberg
Director of Retail Banking
C&F Bank



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Where we are always focused on you



ACCOUNT NAME CHANGES QUICK REFERENCE

Please use the chart below to reference your former account name and learn what your new account name will be.

| Peoples Community Bank | C&F Bank |
|--------------------------------------|--------------------------------------|
| Consumer Accounts | |
| Preferred 50 Checking | Preferred 50 Checking* |
| Regular Checking | Access Checking |
| Now Checking | Now Checking** |
| Gen Y Checking | Access Checking |
| PCB Club Plus Checking | Access Checking |
| Free Basic Checking | Access Checking |
| PCB Anniversary Checking | Access Checking |
| Regular Checking Promotion | Access Checking |
| Personal Savings | Statement Savings |
| Kash for Kids | Super Savers Club |
| Christmas Club Savings | Holiday Club Savings |
| Presidential Money Market Savings | Presidential Money Market Savings** |
| Money Market Savings | Money Market Savings (C&F) |
| Platinum Money Market Savings | Money Market Savings (C&F) |
| Value Money Market Savings | Value Money Market Savings** |
| Platinum Gold Money Market Savings | Platinum Gold Money Market Savings** |
| Platinum Silver Money Market Savings | Business Money Market Savings (C&F) |
| Platinum Plus Money Market Savings | Platinum Money Market Savings** |
| Business Accounts | |
| Business Checking | Business Value Checking |
| Non-Profit Business Checking | Community Checking |
| Business Checking Promotion | Business Value Checking |
| Business Savings | Business Statement Savings |

*Travel discounts and credit card protection are discontinued as of May 1, 2020.

Other features remain the same.

**Indicates “no changes”

This guide is to help you navigate the changes associated with your new Citizens and Farmers Bank (“C&F Bank”) accounts and services. In addition to the changes identified below, your Account will be subject to the Terms and Conditions of Your Account including the fees contained in the Personal and Business Services Pricing Guides. Changes will apply to your account(s) after April 24, 2020. It includes changes to terms and conditions in your Peoples Community Bank Deposit Account Agreement and Disclosure, including, as applicable, Funds Availability Policy Disclosure, Electronic Fund Transfer Agreement and Disclosure, and Substitute Check Policy Disclosure.

The Table of Contents will help you quickly find the subjects you want and the products that are relevant to you.

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Consumer and Business Terms and Conditions

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Effective 4.27.2020

Featured on the cover:

Randy Phelps, Jen Dixon, Peoples Community Bank and Tom Cherry, C&F Bank

CONSUMER TERMS AND CONDITIONS

CHECKING AND SAVINGS ACCOUNTS

TRUTH IN SAVINGS DISCLOSURE

This disclosure describes the terms, services, and interest calculation with respect to Consumer Checking and Savings accounts.

Variable-Rate Accounts

All consumer interest-bearing checking and savings accounts are variable-rate accounts. This means that we may change the interest rate and corresponding Annual Percentage Yield at any time and at our sole discretion, without limits and without notice.

Interest Accrual on Noncash Deposits

Interest begins to accrue on the business day we receive credit for your deposit of noncash items (for example, checks).

Compounding and Crediting of Interest

Interest is credited and compounded monthly for Checking accounts and Money Market Saving accounts. Interest is credited and compounded quarterly for Statement Savings and Super Savers Club accounts. Interest does not compound for Holiday Club accounts.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

Balance Computation Method

We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use for Checking and Money Market Savings accounts is monthly.

The period we use for Statement Savings and Super Savers Club account is quarterly.

Effect of Closing an Account

If you close your Checking, Statement Savings, Money Market Savings, Holiday Club or Super Savers Club account before interest is credited, you will not receive the accrued interest.

Transaction Limitations for Statement Savings, Money Market Savings, Super Savers Club and Holiday Club Accounts

During any calendar month for Statement Savings, Super Savers Club, or Holiday Club account or monthly statement cycle for Money Market Savings, you may not

make more than 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card, or similar order to a third party. If the withdrawal and transfer limitations are exceeded on a regular basis, we are required to prevent excess transactions or to close the account.

Access Checking

Account Features

- Access checking is a non-interest-bearing checking account with a \$25.00 minimum deposit to open the account.
- A \$6.00 maintenance service charge will be imposed each monthly statement cycle if the daily balance in the account falls below \$500.00 any day of the month. The maintenance service charge is waived each monthly statement if at least one of the three following items occur: (1) a \$500.00 minimum daily balance is maintained OR (2) if you have enrolled and agreed to receive online only e-Statements in C&F Online Banking OR (3) have combined ACH direct deposits totaling \$500.00 or more per statement cycle.
- The maintenance service charge is waived for account owners 15 – 24 years of age.
- Non-C&F ATM fees are refunded for account owners 15 – 24 years of age.
- One personal Statement Savings account with monthly maintenance service charge waived for the first year.

Money Market Savings

Account Features

- This is an interest-bearing account.
- The minimum deposit to open an account is \$25.00.
- A maintenance service charge of \$10.00 will be imposed each monthly statement cycle if the daily balance in this account falls below \$2,500.00 any day of the month.
- The maintenance service charge is waived if this account is linked with a C&F Performance or Performance Gold checking account.
- ***A service charge for excess withdrawals will be charged for each transfer or withdrawal that exceeds 6 in a month. The service charge applies to withdrawals and transfers at ATMs, teller lines, by check, through point-of-sale purchase, by pre-authorized or automatic agreement, by telephone, through bill pay, or by any other electronic means (including transfers to another account for overdraft protection).***

Statement Savings

Account Features

- This is an interest-bearing account.
- The minimum deposit to open an account is \$25.00.
- A maintenance service charge of \$5.00 will be imposed each month if the daily

balance in this account falls below \$100.00 any day of the month.

- The maintenance service charge is waived if this account is linked with a C&F Performance or Performance Gold checking account.
- The maintenance service charge is waived for one year if the account is linked to a C&F Student Value, Value, Access Checking or Company Connection checking account.
- The maintenance service charge will be waived for Uniform Transfer to Minors Act (UTMA) accounts until the minor reaches 18 years of age.
- ***A service charge for excess withdrawals will be charged for each transfer or withdrawal that exceeds 6 in a month. The service charge applies to withdrawals and transfers at ATMs, teller lines, by check, through point-of-sale purchase, by pre-authorized or automatic agreement, by telephone, through bill pay, or by any other electronic means (including transfers to another account for overdraft protection).***

Holiday Club

Account Features

- This is an interest-bearing account.
- The minimum deposit to open an account is \$25.00.
- Interest is credited annually on October 15th.
- Holiday Club accounts mature annually on October 15th. At the end of each cycle the balance in the account will be sent to you in a check or credited to another C&F account.
- ***A service charge for excess withdrawals will be charged for each transfer or withdrawal that exceeds 6 in a month. The service charge applies to withdrawals and transfers at ATMs, teller lines, by check, through point-of-sale purchase, by pre-authorized or automatic agreement, by telephone, through bill pay, or by any other electronic means (including transfers to another account for overdraft protection).***

Super Savers Club Savings

Account Features

- This is an interest-bearing account.
- The minimum deposit to open an account is \$5.00.
- There is no maintenance service charge but may be subject to dormancy fees. See the Personal Services Pricing Guide for fee details.
- From April 27, 2020 until July 26, 2021 the interest rate and annual percentage yield for the account will depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.
- Effective July 27, 2021 the account will no longer depend on the applicable rate tier; the interest rate and annual percentage yield will depend on the average daily balance as shown on the current interest rate schedule.

- **A service charge for excess withdrawals will be charged for each transfer or withdrawal that exceeds 6 in a month. The service charge applies to withdrawals and transfers at ATMs, teller lines, by check, through point-of-sale purchase, by pre-authorized or automatic agreement, by telephone, through bill pay, or by any other electronic means (including transfers to another account for overdraft protection).**

INTEREST RATE SCHEDULE

Rates are subject to change at any time without prior notice. The interest rate and annual percentage yield (APY) are valid as of February 25, 2020.* For current rate and yield information, call us at 800.296.6246.

Money Market Savings Account

Tier 1 – If your average daily balance is \$4,999.99 or less, the interest rate paid on the entire balance will be .15% with an annual percentage yield of .15%.

Tier 2 – If your average daily balance is \$5,000.00 or more, but less than \$10,000.00, the interest rate paid on the entire balance will be .20% with an annual percentage yield of .20%.

Tier 3 – If your average daily balance is \$10,000.00 or more, but less than \$25,000.00, the interest rate paid on the entire balance will be .25% with an annual percentage yield of .25%.

Tier 4 – If your average daily balance is \$25,000.00 or more, but less than \$50,000.00, the interest rate paid on the entire balance will be .30% with an annual percentage yield of .30%.

Tier 5 – If your average daily balance is \$50,000.00 or more, but less than \$100,000.00, the interest rate paid on the entire balance will be .35% with an annual percentage yield of .35%.

Tier 6 – If your average daily balance is \$100,000.00 or more, the interest rate paid on the entire balance will be .45% with an annual percentage yield of .45%.

Statement Savings Account

The interest rate for your account is .08%. The annual percentage yield (APY) is .08%.

Holiday Club Account

The interest rate for your account is .10%. The annual percentage yield (APY) is .10%.

Super Savers Club Account

If your average daily balance is \$500.00 or less, the interest rate paid on that portion of your average daily balance will be 5.00% with an annual percentage yield of 5.10%.

An interest rate of .08% will be paid only for the portion of your average daily balance that is greater than \$500.00. The annual percentage yield for this tier will range from 5.10% to .08%, depending on the balance in the account.

(*Fees could reduce earnings)

CERTIFICATE OF DEPOSIT ACCOUNTS TRUTH IN SAVINGS DISCLOSURE

C&F Bank will honor existing terms of your Certificates of Deposits until the certificate matures after April 24, 2020. If your certificate of deposit renews after April 24, 2020, your account will be renewed for another term and will be subject to C&F's terms and agreement. The following information will apply to any certificate of deposit that renews after April 24, 2020.

Compounding and Crediting Frequency

Interest will be credited quarterly. Interest will be compounded quarterly. Interest is compounded when credited to this account. Interest paid by check or deposited into another account will not compound.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

Daily Balance Computation Method

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

Transaction Limitations

You may not make any deposits into your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty; principal cannot be withdrawn without penalty. Interest cannot be withdrawn without penalty unless payment of interest by check or crediting of an account is established at account opening.

Notice of Penalty — for early withdrawal*

A penalty will be imposed for withdrawals before maturity. The interest rate we will use to calculate interest forfeiture will be the nominal (simple interest) rate in effect. We will charge first against any interest in the account and any excess will be deducted from the principal. In certain circumstances, such as death or incompetence of an owner of this account, the law permits or in some cases requires the waiver of the early withdrawal penalty. The early withdrawal penalty is based on the principal amount withdrawn.

For an account with an original term of 90 days, up to and including 1 year, the penalty will be 90 days' interest

For an account with an original term of greater than 1 year, up to and including 3 years, the penalty will be 1 year's (12 months) interest.

For an account with an original term of more than 3 years, up to and including 6 years, the penalty will be 2 year's (24 months) interest.

**IRA or other tax-qualified plan – We will permit an early withdrawal without imposing this penalty if the certificate is an IRA account and the request for withdrawal is made within seven days of establishing the account. However, the amount of interest earned on the amount withdrawn will be forfeited. A \$50.00 transfer out fee will be charged for any transfer to another financial institution. See your plan disclosure if the account is part of an IRA or other tax-qualified plan. Refer to your Retirement Plan documents for other limitations that may apply to your account.*

Automatically renewable time account

Each renewal term will be the same as the original term, beginning on the maturity date, at the interest rate in effect at the time of each renewal. Interest will be calculated on the same basis as during the original term. Any bonus or special promotion, such as a penalty-free withdrawal feature, rate bumps, or additional deposits, will not apply to any subsequent renewals after April 24, 2020.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

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

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

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

C&F Bank
P.O. Box 391
West Point, VA 23181
800.296.6246

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

Your claim must include

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

ELECTRONIC FUND TRANSFERS

Your Rights and Responsibilities

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

a) Prearranged Transfers.

Preauthorized Credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).

Preauthorized Payments. You may make arrangements to pay certain recurring billings from your checking and/or savings account(s).

b) Telephone Transfers.

You may access your account(s) by telephone at 800.296.6246 using a touch-tone phone, your account numbers, and Personal Identification Number (PIN) to:

- Transfer funds from checking to savings or savings to checking account(s)
- Make payments from checking to loan accounts with us
- Get checking and savings account(s) information
- Get Certificate of Deposit (CD) or IRA account(s) information
- Get C&F Bank loan account(s) information

c) ATM Transfers.

You may access your account(s) by ATM using your VISA® Debit Card and Personal Identification Number (PIN) to:

- Make deposits to checking and savings account(s)
- Get cash withdrawals from checking or savings accounts; you may withdraw no more than \$500.00 per day
- Transfer funds from checking to savings or savings to checking account(s)
- Make payments from a checking account to a C&F Bank loan
- Get checking and savings account(s) information

d) Point-of-Sale Transactions.

Using your card:

- You may access your checking accounts to purchase goods in person, by phone, by computer, pay for services in person, by phone, by computer, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
- You may not exceed more than \$1,000.00 in transactions per day for PIN-based transactions.
- Transactions requiring a signature may not exceed the available balance in your account up to a maximum total withdrawal(s) of \$3,000.00 per day.

e) Computer Transfers.

You may access your account(s) by computer by logging onto our website at cfc.com and using your password and access username, to:

- Transfer funds from checking to savings or savings to checking account(s)
- Transfer funds from line of credit to checking or savings account(s)

- Transfer funds from your external checking to your C&F checking account(s)
- Make payments from your checking account to a C&F Bank loan
- Make payments from your checking account to third parties
- Get checking and saving account(s) information
- Get Certificate of Deposit (CD) or IRA account(s) information
- Get C&F Bank loan account(s) information

f) Mobile Banking Transfers. You may access your account(s) through the browser on your cell or mobile phone at cffc.com or by downloading our mobile app and using your online banking password, to:

- Transfer funds from checking to savings or savings to checking account(s)
- Transfer funds between your C&F checking or savings to checking or saving accounts at another financial institution
- Make payments from a checking account to a C&F Bank loan
- Make payments from your checking account to third parties
- Get checking and savings account(s) information
- Make remote deposits of eligible checks using compatible devices

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

g) Electronic Fund Transfers Initiated By Third Parties.

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

GENERAL LIMITATIONS

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

Transfers or withdrawals from a savings account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party are limited to 6 per calendar month.

If you exceed the transfer limitations set forth above, your account shall be subject to closure.

FEES

We do not charge for direct deposits to any type of account. Please refer to our Personal Services Pricing Guide for current fees and charges.

Excess Withdrawal Fees on Savings Accounts

Each calendar month you may make 6 withdrawals or transfers from your Statement Savings, Money Market Savings, Holiday Club, or Super Savers Club accounts with no service charge for excess withdrawals. A service charge for excess withdrawals will be charged for each transfer or withdrawal that exceeds 6 in a month. The service charge applies to withdrawals and transfers at ATMs, teller lines, by check, through point-of-sale purchase, by preauthorized or automatic agreement, by telephone, through bill pay, or by any other electronic means (including transfers to another account for overdraft protection).

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

DOCUMENTATION

- (a) Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$15.00 or less.
- (b) Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800.296.6246 to find out whether or not the deposit has been made.
- (c) Periodic Statements.** You will get a monthly statement from us for your checking accounts. You will get a monthly statement from us for your savings accounts, unless there are no electronic transfers to or from your savings account in a particular month. In any case, you will get a savings statement at least quarterly.

PREAUTHORIZED PAYMENTS

- (a) Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Write us at C&F Bank, P.O. Box 391, West Point, VA 23181 or telephone us at 800.296.6246, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our Personal Services Pricing Guide for the amount we will charge you for each stop-payment order you give.

(b) Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment may differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

(c) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

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. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission; or
- As explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer Liability. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50.00 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00.

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

VISA® Debit Card. Additional limits on liability for unauthorized transfers. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® debit card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA®. VISA® is a registered trademark of VISA® International Service Association.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, write us at C&F Bank, P.O. Box 391, West Point, VA 23181 or telephone us at 800.296.6246. You should also write us at C&F Bank, P.O. Box 391, West Point, VA 23181 or telephone us at 800.296.6246 if you believe a transfer has been made using the information from your check without your permission.

(c) Business days. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

(d) Business Hours. For purposes of these disclosures, our business hours are 9:00 a.m. to 5:00 p.m.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, write us at C&F Bank, P.O. Box 391, West Point, VA 23181 or telephone us at 800.296.6246 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a VISA® point-of-sale transaction processed by VISA® or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a VISA® point-of-sale transaction processed by VISA® or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

ADDITIONAL INFORMATION

International Transactions

If you use your VISA® debit card at a merchant that settles in currency other than U.S. dollars, the transaction will be converted into the U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of the transaction. The currency conversion rate used to determine the transaction amount in U.S. Dollars is either:

- a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate VISA® itself receives; or
- the government-mandated rate in effect for the applicable central processing rate.

A cross border fee of 1.0% of the transaction amount will be charged for all international transactions regardless of whether there is a currency conversion associated with the transaction. The fee will apply to all international purchases, credit vouchers, and cash disbursement originals and reverse transactions. If Visa® also needs to convert the currency type, an additional fee of 0.2% of the transaction amount will be charged. Thee will appear on your account separate from your transaction.

Notice Regarding Hold Due To Pending Debit Card Transaction

Please be aware that holds will be placed on your account for pending debit card transactions. The hold will be for the actual amount of the purchase or, depending on the merchant's practice, for the anticipated amount of the purchase (which may be greater than the actual amount of the purchase). This hold will reduce your available balance and may cause your account to become overdrawn. When you use your debit card — with or without your signature — to make a purchase, we will place a hold on your account for the amount of the authorized expense. We will consider "pending" funds spent and unavailable to be used to pay for other items drawn on your account. "Pending" debit card transactions will usually post to your account within 1 to 3 business days after the transaction.

PERSONAL SERVICES PRICING GUIDE

Deposit Account Fees

| | |
|---|-------------------------|
| Service Charge Statement, Holiday, and Super Savers Savings (excess withdrawal) | \$5.00 per item |
| Service Charge Money Market Savings (excess withdrawal) | \$10.00 per item |
| Copies of Imaged Checks/Deposit Tickets | \$3.00 per item after 6 |
| Stop Item Charge(s) (branch/phone initiated) | \$35.00 per item |
| Stop Item Charge(s) (online initiated) | \$20.00 per item |
| OD (Overdraft Protection) Transfer Fee | \$10.00 per transfer |
| Easy Access Line Transfer | \$10.00 per transfer |
| Overdraft Fee*/Returned Item Fee* | |
| First occurrence | \$22.00 per item |
| Second through fifth occurrence | \$27.00 per item |
| Sixth and greater occurrence | \$36.00 per item |

**An overdraft fee is assessed when the balance in your account is not sufficient to cover an item presented for payment and the item is paid. A returned item fee is assessed when the balance in your account is not sufficient to cover an item presented for payment and the item is returned unpaid. Per-item overdraft fees and returned item fees are based on the number of overdraft occurrences in the past 12 months. The fee applies to overdrafts and returned items created by check, in-person withdrawals, ATM withdrawals, or other electronic means. Overdraft fees will not be imposed on ATM withdrawals or one-time debit card items unless the account has opted-in to debit card overdraft coverage. If the account has not opted-in, these transactions are denied and no overdraft or returned item fees are applied. You will not be charged for more than \$360.00 per day. There is no per-item overdraft fee when your account is overdrawn by \$3.00 or less at the end of our business day.*

Continuous Overdraft Charge \$35.00
Fee is charged each time an account remains in an overdrawn or negative balance condition for 5 consecutive business days. The continuous overdraft fee is charged the next business day and is in addition to any other overdraft and returned item fees. Other bank fees, including but not limited to overdraft fees, monthly maintenance service charges, stop payment fees, and dormancy fees, can create an overdraft or negative balance.

| | |
|--|--|
| Returned Deposited Item Charge | \$10.00 per item |
| Returned Deposited Foreign Check Charge | \$35.00 per item |
| Phone Transfers of Funds, Non-automated | \$5.00 per transfer |
| Service Charge Dormancy | \$7.00 per month <i>(Dormancy service charge is assessed if account balance is below \$5,000.00 & there has been no customer activity for 12 months for checking accounts & 18 months for saving accounts.)</i> |
| Service Charge Inactivity | \$5.00 per month <i>(Inactivity service charge is assessed if account balance is below \$100.00 & there has been no customer activity for 3 months for a checking account.)</i> |
| Check Printing | Charges vary |
| Interim Statement. | \$1.00 per page |
| Copy of Statement (no images included) | \$5.00 |
| Check Images Returned with paper statement | \$6.00 per month** |
| **Until 10/1/2020 there is no charge for check images returned with a statement | |
| CD-Rom (monthly/annual statement) | \$25.00 per CD-Rom |
| Domestic Wire Fee (Incoming) | \$15.00 |
| Domestic Wire Fee (Outgoing — branch/phone initiated). | \$30.00 |
| Wire Transfer Notification Fax/Mail/Telephone | \$2.00 |
| Wire Transfer International Outgoing. | \$50.00 plus any other applicable fees |
| Wire Transfer International Incoming | \$20.00 |
| Deposit Account Repayment Plan Set-up | \$25.00 |
| Deposit Account Charge-Off. | \$35.00 per account |

Teller Fees

| | |
|---------------------------------------|------------------------|
| Loose Coin (customers only) | 5% of total coin value |
| Counter Checks | \$0.50 per check |
| Cashier's Check (customer) | \$10.00 |

Electronic Banking (Online Banking & Bill Pay) Fees

| | |
|-------------------------------|---------------------|
| Same-Day Payments | \$9.95 per payment |
| Overnight Payments | \$14.95 per payment |
| Zelle® Stop Payment | \$10.00 per item |

Bank-to-Bank Transfer Fees

| | |
|---|--------------------|
| Standard (3 day) incoming. | No charge |
| Standard (3 day), outgoing | \$3.00 per payment |
| Expedited (next day), incoming. | \$3.00 per payment |
| Expedited (next day), outgoing. | \$7.00 per payment |
| ACH return/notice of change | \$25.00 per item |

| Automated Teller Machine Fees | C&F ATM | Other (non-C&F) ATM |
|--------------------------------------|--------------------|--------------------------------|
| ATM Withdrawal | No charge | \$3.00 |
| ATM Inquiry or Transfer | No charge | \$1.00 |
| ATM Denied Withdrawal | No charge | \$0.50 |

Miscellaneous Fees

| | |
|---|--------------------|
| IRA Transfer Out | \$50.00 |
| Collection — Liens, Levies, Garnishments | \$125.00 |
| Visa® Debit Card Replacement Express Mail. | \$15.00 |
| Legal Process (subpoena, research fee) | \$125.00 |
| Research & Account Reconciliation, ½ hour minimum | \$15.00 per ½ hour |

Safe Deposit Box Fees (Not all box sizes available at every location)

| CUSTOMER | | | NON-CUSTOMER |
|-----------------|-------------------|---------------|------------------------------------|
| Box Size | Auto Debit | Billed | (no other C&F Accounts) |
| | | | Billed |
| 2x5 | \$35.00 | \$40.00 | \$65.00 |
| 2.75x5 | \$40.00 | \$45.00 | \$75.00 |
| 3x5 | \$40.00 | \$45.00 | \$75.00 |
| 5x5 | \$50.00 | \$55.00 | \$95.00 |
| 3x10 | \$60.00 | \$65.00 | \$115.00 |
| 5x10 | \$75.00 | \$80.00 | \$145.00 |
| 10x10 | \$105.00 | \$110.00 | \$200.00 |

Late Payment Fee – \$5.00 per month.

Charge for 1 lost key –\$25.00

Charge for 2 lost keys – Cost of Drilling and Lock Replacement, plus \$50.00.

The contents of your safe deposit box are not insured against loss by Citizens and Farmers Bank.

For your protection you may wish to obtain your own box content insurance from an insurance company of your choice.

CONSUMER AND BUSINESS TERMS AND CONDITIONS

YOUR ABILITY TO WITHDRAW FUNDS AT CITIZENS AND FARMERS BANK 800.296.6246

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

Please remember that even after we have made the funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit at our banking office before 6:00 p.m. 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 6:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If you make your deposit after 6:00 p.m. at a C&F Bank ATM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

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

Also, we may refuse to accept a check for deposit if we believe it to be uncollectible. In this case, you may present the check for payment directly to the bank on which it is drawn or you may request that we send the item to the bank for collection in your name.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposits will be available on the first business day after we receive your deposit.

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

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposited will not be paid.

You deposit checks totaling more than \$5,000.00 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules For New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

PAYMENT ORDER OF ITEMS AND HOLDS DUE TO PENDING TRANSACTIONS

To assist you in handling your account with us, we wanted to make you aware of the order in which C&F Bank pays items.

Payment Order of Items

The law permits us to pay items (also referred to as “post”) drawn on your account in any order. The term ‘items’ includes checks you issue, drafts you’ve authorized, electronic transfers, transactions that clear through the Automated Clearing House system (ACH), debit card purchases, ATM withdrawals and various other preauthorized withdrawals. Preauthorized withdrawals include preauthorized or automatic transfers you initiate by telephone, online banking or similar order made by you and payable to third parties. Please note that we may not post items in the order in which they occurred and expressly reserve the right to choose our posting order sequence at our discretion and also change them from time to time, regardless of whether additional fees may result.

We will post the following items first to the account in order of date and time of the transaction:

| POSTING ORDER | TRANSACTION TYPE | HOW THEY ARE POSTED |
|----------------------|---|---|
| 1st | Deposits | For information on the availability of funds in a deposit you make, please refer to “Your Ability to Withdraw Funds at Citizens and Farmers Bank” |
| 2nd | Bank fees (charges for services provided such as overdraft fees, monthly maintenance service charges and stop payment fees) | Highest amount to lowest amount |
| 3rd | *ATM withdrawals *ATM transfer *Debit card transactions *Outgoing wires *Checks cashed at the teller line *C&F loan payments *Internal (C&F) account to account transfers | These are transactions that generally cannot be returned and are posted in chronological (by date and time received) order |
| 4th | ACH debits | Posted in chronological (by date and time received) order |
| 5th | Checks (other than those cashed at the teller line) | Posted in sequence (by check number) order |

Item(s) presented without sufficient funds in your account may be paid (causing an overdraft) or returned at our discretion. An overdraft fee or returned item fee may be charged in these instances. The order in which items are paid is important if there is not enough money in your account to pay all the items being presented. The order of payment processing may increase the overdraft or returned item fee(s) you to pay if funds are not available to pay all of the items. Overdraft fees and Returned Item fees are disclosed in the Personal Services Pricing Guide or Business Services Pricing Guide. We encourage you to keep careful records of your transactions. This will help you avoid writing checks or withdrawing funds without sufficient funds in your account and incurring the resulting fees.

You should note that we do not display deposit “holds”, or distinguish between “available” and “unavailable” funds in your account balance, on your monthly statement. Therefore, when you review your statement at a later date it could appear that you had enough available funds in your account to cover a debit for which we charged a fee when, in fact, sufficient funds actually were not available.

Pending Transaction Holds

Please be aware that holds will be placed on your account for pending electronic transactions such as hotel or rental car deposits, and/or purchases using your debit card. These holds reduce your available balance and may cause your account to become overdrawn. When using your debit card-with or without your signature-to make a purchase, a hold will be placed on your account for the amount of the authorized expense. We will consider “pending” funds spent and unavailable to be used to pay for other items drawn on your account. “Pending” debit card transactions will usually post to your account within 1 to 3 business days after the transaction.

C&F BANK DISCRETIONARY COURTESY OVERDRAFT PRIVILEGE POLICY AND DISCLOSURE

It is the policy of Citizens and Farmers Bank (“C&F Bank” or “Bank”) to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The “Terms and Conditions of Your Account” provided to you in this document controls the duties, obligations and rights of the Depositor, the Authorized Signatories and C&F Bank with regard to your checking account or money market savings. The Terms and Conditions (and all amendments thereto) shall control any possible conflict, if any, between any provision of this Discretionary Courtesy Overdraft Policy and the Terms and Conditions. A copy of the Deposit Account Terms and Conditions is available to you on request.

To give you an added level of protection against a check being returned or a transaction being denied for non-sufficient funds, we offer Overdraft Privilege (ODP), a special overdraft protection service for our customers. The benefit

to the customer is that by paying the checks/debits instead of returning the item, the customer will not have to pay the retailer returned check fees as well as the embarrassment and extra efforts to resolve the returned checks. C&F Bank will still charge the overdraft fee for the checks/debits it pays, but the customer would not be charged another fee for an item that may be re-presented against insufficient funds. A non-sufficient funds balance may result from: A) the payment of checks, electronic funds transfers, or other withdrawal requests; B) payments authorized by you; C) the return, unpaid, of items deposited by you; D) the imposition of bank service charges; or E) the deposit of items which according to the C&F Bank Funds Availability Policy, are treated as not yet “available” or finally paid, sometimes called “uncollected funds.”

ODP is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your overdraft privilege and the amount of the overdraft fee. The Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by the Bank of an overdraft check (or other debit items, such as ATM withdrawals) does not obligate the Bank to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

Pursuant to the Bank’s commitment to always provide you with the best level of customer service, if your checking account or money market savings account has been maintained in good standing, which includes at least:

- A) Bringing your account balance to a positive balance within every thirty (30) day period for a minimum period of 24 hours;
- B) Not being in default on any loan or other obligation to C&F Bank and
- C) Not being subject to any legal or administrative order or levy

C&F Bank will have the discretion to pay overdrafts within the overdraft privilege amount. The overdraft privilege amount is for checking or money market savings accounts and is based on customer behavior and other predictive variables, providing each account with the appropriate limit. Any and all fees* and charges, including without limitation the non-sufficient funds fees* (as set forth in our Services Pricing Guides), will be included as part of this maximum amount. Our current charge for an overdraft* ranges from \$22.00 to \$36.00 per item per day. The fee charged for an overdraft item depends on the number of overdrafts in the account for the previous 12 months. The first occurrence is charged \$22.00, the 2nd through 5th occurrences are charged \$27.00, and \$36.00 is charged for each occurrence over 5. You will not be charged more than \$360.00 per day. There is an additional charge of \$35.00 each time your account is continuously overdrawn for 5 consecutive business days. This continuous overdraft fee is charged on the next business day and is in addition to overdraft fees and returned item fees. Bank fees including but not limited to overdraft fees, returned item fees, and dormancy fees can create an overdraft or negative balance.

We may not process and post items to your account in the same order in which you write checks and/or make withdrawals from your account. The order in which we receive, process, and post items can affect the total amount of overdraft fees that you incur if there is not enough available money in your account to cover all of your transactions.

Generally, electronic items such as ATM withdrawals and debit card transactions, any checks cashed by our employees or that you have written to us will be presented to the account first each business day and posted to your account in order of the date and time of the transaction. ACH debit items such as checks written by you and converted to electronic checks, payments initiated by you via the Web or by agreement to draft are posted second in order of the date and time of the transaction. Other checks presented will be posted to the account according to the number of the check, the checks with the lowest number will be presented first. We expressly reserve the right to choose our posting orders at our discretion and also change them from time to time, regardless of whether additional fees may result.

Please be aware that holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, reduce your available balance and may cause your account to become overdrawn.

You should note that we do not show holds, or distinguish between available and unavailable funds in your account balance, on your statement so when you review your statement later, it might appear that you had enough available funds in your account to cover a debit for which we charged you a fee.

You will receive an overdraft notice by mail or electronic notice each time items are paid. In addition, your monthly statement will summarize the total amount of the overdraft and returned check charges, as well as the year-to-date total of the fees.

The total of the discretionary courtesy overdraft (negative) balance, including any and all bank fees and charges, including all overdraft fees* and interest charges is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Terms and Conditions with a maximum repayment period of 30 days.

If you currently have either an Easy Access Line or an Overdraft Protection Transfer (from another C&F Bank Account), funds will be accessed from these accounts first and then your ODP will be accessed based on the specific limit tied to your account.

For consumer accounts, if your overdraft item arises from an ATM transaction or a one-time debit card transaction, we will not authorize or pay the item unless you or another joint account holder affirmatively consent ("opt-in") to Debit Card Overdraft Coverage. If you do not opt-in, we will refuse all ATM and one-time debit card transactions you initiate when your account has insufficient funds to cover the item. If you opt-in, we will treat your ATM and one-time debit card transactions like all other types of items and will pay or deny the item in our absolute discretion based upon our system of review.

If your account is a business account, there is no requirement that you “opt-in” prior to the Bank making a determination to pay an ATM or one-time debit card transaction presenting against insufficient funds.

You may be suspended or removed immediately from the ODP if you do not bring your account to a positive balance within a 30-day period or you fail to meet our eligibility criteria. We may still remove ODP if you meet all of the criteria listed above if we believe you are not managing your account in a responsible manner that may harm you or us.

If you do not want to have ODP, simply contact us at 804.843.2360 or 800.296.6246 and we will remove this benefit from your account. If you opt-out of ODP, you will still be charged our current returned item fee. Our current charge for a returned item is the same as the overdraft fee described above and ranges from \$22.00 to \$36.00 per item. Returned item fees apply to transactions created by check, in-person withdrawals, internal transfer, or other electronic means.

You should not consider or use Overdraft Privilege as a line of credit or as a regular source of funds. It is important for you to use your checking account responsibly and to never intentionally overdraw your account. However, we realize that financial shortfalls happen from time to time and we have several options available for you in addition to our Overdraft Privilege Program.

As a customer benefit, in addition to ODP, we offer the following useful services in the event that you overdraw your checking account. These alternative services may save money on the total you pay us for overdraft protection services.

Overdraft Protection Transfer - You can authorize us, in advance, to transfer the funds from another C&F savings or checking account to cover your overdraft. Transfer fees apply and transaction limits and excess withdrawal fees apply to savings accounts.

Easy Access Line - This service is a loan that requires you to complete an application and approval is based on creditworthiness. Transfer fees apply.

The Bank believes that financial literacy and education helps customers make informed decisions. Heightened awareness of personal financial responsibility helps customers realize the benefits of responsible money management, understanding of credit process and the availability of help if problems occur. www.MyMoney.gov is the federal government’s website that serves as the one-stop shop for federal financial literacy and education programs and other information. 1-888-MyMoney is the federal government’s toll-free hotline accessible to the public seeking information about federal financial education materials. If at any time you feel you need help with your financial obligations, please contact your local branch or call 804.843.2360 or 800.296.6246.

**Overdraft fees apply to transactions created by check, in-person withdrawal, internal transfer, or other electronic means. Overdraft fees will not be imposed on ATM withdrawals or one-time debit card items unless the account has opted-in to Debit Card Overdraft Coverage.*

TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

- 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.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Virginia and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words

and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

WITHDRAWALS -

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other

than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend and agree that on the death of a party to the account, the deceased party's ownership in the account passes to the surviving party or parties to the account. This is subject to any previous pledge to which we have agreed. If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. Each of you intend that when you die your interest in this account will pass as a part of your estate under a will, trust, or by intestacy. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund

transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you

notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks (For consumer accounts only) - For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

RESTRICTIVE LEGENDS OR ENDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “not valid for more than \$1,000.00.” The payee’s signature accompanied by the words “for deposit only” is an example of a restrictive endorsement.

GUARDIAN OR CUSTODIAL ACCOUNTS - This account is not subject to dormant service charges if the deposit was made: (1) by a court or (2) by a guardian pursuant to order of a court or (3) by any other person for the benefit of a person who was an infant at the time of the making of such deposit and which deposit is subject to withdrawal only upon the further order of such court or such guardian or other person. This account may become subject to dormant service charges one year after such infant attains the age of eighteen years or one year after the death of such infant, whichever occurs sooner. At our option, we may require proof of guardian or custodial status.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the

notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

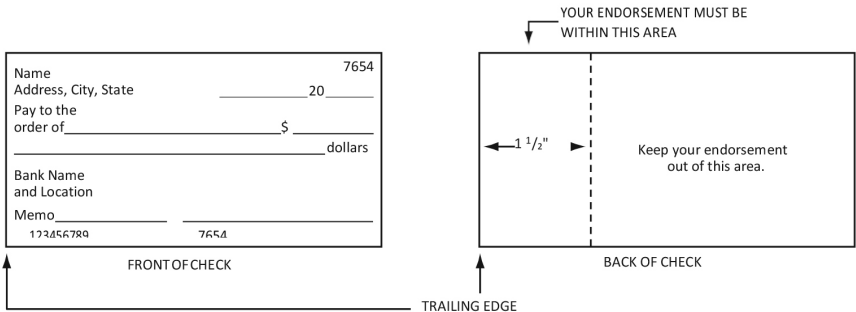
CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

ENDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check

to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an

authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email

addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation

of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner

(or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

ADDITIONAL TERMS - The automated processing of the large volume of checks we receive prevents us from monitoring multiple signature requirements. For this reason, we are not required to dishonor checks presented to us for payment that do not have two or more authorized account signatures.

If your internal policy requires more than one signature on paper checks you may continue to utilize more-than-one-signature style checks. We would like to recommend that you use additional methods we have available to enhance the oversight and monitoring of your accounts.

BUSINESS TERMS AND CONDITIONS

CHECKING ACCOUNT SOLUTIONS

Our business checking accounts are designed to help you manage your bank deposits and outgoing payments in the manner most convenient and beneficial to you. All C&F Bank business checking accounts include free Online Business Banking with Business Bill Pay services, free C&F Visa® Business Debit Card with Rewards, plus 24-hour telephone access and free night deposit service.

Business Value Checking

For businesses with lower monthly account activity

No minimum balance requirement or monthly maintenance fee

No transaction fees if monthly account activity is below 100 items¹

Free electronic and debit card transactions²

Free Online Business Banking with Business Bill Pay

Free C&F Visa® Business Debit Card with Rewards

Business Checking

For businesses with a moderate level of monthly account activity

\$3,000.00 daily minimum balance requirement

No transaction fees if monthly account activity is below 250 items¹

Free electronic and debit card transactions²

Free Online Business Banking with Business Bill Pay

Free C&F Visa® Business Debit Card with Rewards

Business Interest Checking

For businesses who want to earn interest on their balances

Interest earned on collected balances

\$5,000.00 daily minimum balance requirement

No transaction fees if monthly account activity is below 250 items¹

Free electronic and debit card transactions²

Free Online Business Banking with Business Bill Pay

Free C&F Visa® Business Debit Card with Rewards

Commercial Checking

For businesses with higher account activity

No minimum balance requirement

No transaction limits

Monthly charges can be reduced or eliminated through an earnings credit based on your account balance

Free Online Business Banking with Business Bill Pay

Free C&F Visa® Business Debit Card with Rewards

¹ Includes debits, credits and deposited items (excluding electronic items).

² Out-of-network ATM transaction fees may apply.

BUSINESS SERVICES PRICING GUIDE

CHECKING

Commercial Account

| | |
|---|------------|
| Monthly service charge | \$20.00 |
| Negative available balance rate | Prime + 5% |
| Deposit or other credit | \$0.40 |
| Deposited items | \$0.15 |
| Check paid or other debit | \$0.20 |

Monthly charges may be reduced or eliminated through an earnings credit.

Business Account

| | |
|--|-----------|
| \$3,000.00 minimum daily balance to eliminate a monthly service charge . . . | \$12.00 |
| ACH & Check Card transactions | No charge |
| Other debits, credits & items deposited, first 250 other items. | No charge |
| Fee per item over 250 | \$0.40 |
| First \$20,000.00 coin and currency deposited, per month | No charge |

Business Interest Account

| | |
|--|-----------|
| \$5,000.00 minimum daily balance to eliminate a monthly service charge . . . | \$15.00 |
| ACH & Check Card transactions. | No charge |
| Other debits, credits & items deposited, first 250 combined items . . . | No charge |
| Fee per item over 250. | \$0.40 |
| First \$20,000.00 coin and currency deposited, per month | No charge |

Business Value Account

| | |
|---|-----------|
| Monthly service charge* | No charge |
| ACH & Check Card transactions. | No charge |
| Other debits, credits & items deposited, first 100 combined items | No charge |
| Fee per item over 100. | \$0.40 |
| First \$10,000.00 coin and currency deposited, per month. | No charge |

**This account has no monthly service charge, but may be subject to dormancy or inactivity fees.*

SAVINGS

Business Savings Account

| | |
|---|-----------|
| \$500.00 minimum daily balance to eliminate a monthly service charge. | \$5.00 |
| Excess activity service charge** | \$5.00 |
| First \$20,000.00 coin and currency deposited, per month | No charge |

Business Money Market Account

| | |
|--|-----------|
| \$3,500.00 minimum daily balance to eliminate a monthly service charge . . . | \$10.00 |
| Excess activity service charge** | \$10.00 |
| First \$20,000.00 coin and currency deposited, per month | No charge |

*** Six withdrawals or transfers are allowed per month with no excess withdrawal service charge. The charge applies to all withdrawals and transfers including transactions conducted by ATM, debit card, bill pay, teller, or by any other electronic means including transfers to another account.*

DEPOSITORY SERVICES

| | |
|---|----------|
| Cash, per \$1,000 deposited | \$0.85 |
| Cashier’s check (customer) | \$10.00 |
| Cashier’s check (non-customer). | \$20.00 |
| Coin, per roll supplied | \$0.15 |
| Collection – liens, levys, garnishments. | \$125.00 |
| Currency, per strap supplied | \$0.15 |
| Deposit – correction | \$3.00 |
| Deposit – rejected item | \$0.30 |
| Easy Access Line of Credit, per transfer. | \$10.00 |
| Flat coin wrapper, per box | \$3.00 |

| | |
|---|------------------------|
| Loose coin exchange <i>(customers only)</i> | 5% of total coin value |
| Non-customer check cashing | \$15.00 |
| Overdraft fee/Returned item fee, per item* | |
| First occurrence | \$22.00 |
| Second through fifth occurrence | \$27.00 |
| Sixth and greater occurrence | \$36.00 |
| Overdraft charge fee | \$35.00 |
| <i>(assessed to your account each time the account remains in an overdrawn or negative balance condition for 5 consecutive business days)</i> | |
| Overdraft protection (OD) transfer, per transfer | \$10.00 |
| Phone transfer of funds, non-automated | \$5.00 |
| Returned deposited item, per item | \$10.00 |
| Stop payment item charge | |
| Branch/phone initiated | \$35.00 |
| Online Business Banking | \$20.00 |

**Per-item overdraft fees and returned item fees are based on the number of overdraft occurrences in the past 12 months. The fee applies to overdrafts and returned items created by check, in-person withdrawals, ATM withdrawals or other electronic means.*

REPORTING SERVICES

| | |
|--|-----------|
| Interim statement, per page | \$1.00 |
| Duplicate statement <i>(Online and paper statement)</i> | \$5.00 |
| Cleared check images, | |
| Online, per month | No charge |
| Paper, per month | \$10.00 |
| CD-Rom (monthly/annual statement) | \$25.00 |
| ACH addenda reporting, per report | \$0.75 |
| Special statement fee | \$10.00 |

ONLINE BUSINESS BANKING SERVICES

| | |
|--|-----------|
| Cash Manager | No charge |
| Cash Manager Plus, per month | \$29.95 |
| Business Bill Pay | No charge |
| Replacement Security Token | \$15.00 |

ACH ORIGATION SERVICES

| | |
|------------------------------------|---------|
| Implementation, one time | \$50.00 |
| ACH transaction origination | |
| Monthly maintenance | \$15.00 |
| Per file-same day | \$25.00 |
| Per file-next day | \$12.50 |

| | |
|-----------------------------------|-----------|
| Per item-same day | \$.20 |
| Per item-next day | \$.10 |
| Pass-through ACH file origination | |
| Monthly maintenance | No charge |
| Per file-same day | \$15.00 |
| Per file-next day | \$ 7.50 |
| Per item-same day | \$.20 |
| Per item-next day | \$.10 |
| Notification of change/exception | |
| Per item | \$5.00 |

FRAUD PROTECTION SERVICES

ACH Control

| | |
|--|---------|
| Monthly maintenance, per account | \$25.00 |
| Exception, per item | \$1.00 |

Positive Pay

| | |
|--|---------|
| Monthly maintenance, per account | \$25.00 |
| Exception, per item | \$1.00 |

REMOTE DEPOSIT CAPTURE SERVICES

| | |
|---|---------|
| Monthly maintenance | \$50.00 |
| Per deposit. | \$1.00 |
| Per item | \$0.08 |
| Exception handling, per item | \$5.00 |
| Image item archive, per item (ACH conversion) | \$0.06 |

SWEEP SERVICES

| | |
|---|--------------|
| Scanner Lease | Charges vary |
| Zero Balance Account (ZBA) | |
| Primary account, per month | \$25.00 |
| Each sub-account, per month | \$10.00 |
| Credit line sweep, per month | \$95.00 |
| Overnight investment sweep, per month | \$95.00 |

INTERNATIONAL SERVICES

| | |
|--|---------|
| Wire transfer incoming – International | \$20.00 |
| Wire transfer outgoing – International | |
| Branch/phone initiated. | \$50.00 |
| Cash Manager Plus | \$30.00 |
| Foreign check returned deposit, per item | \$35.00 |
| Foreign currency bank note buys/sales | |
| Less than \$5,000 | \$15.00 |
| \$5,000 and greater | \$20.00 |
| Foreign currency overnight delivery. | \$17.00 |
| Foreign currency second-day delivery | \$10.00 |

| | |
|--|---------|
| Checks/drafts deposited | |
| Foreign currency | \$15.00 |
| US \$ checks drawn on foreign banks. | \$15.00 |
| Foreign check collection | At cost |

WIRE TRANSFER SERVICES

| | |
|---|---------|
| Outgoing – domestic | |
| Branch/phone initiated. | \$30.00 |
| Cash Manager Plus | \$15.00 |
| Incoming – domestic | \$15.00 |
| Notification fax/mail/telephone | \$2.00 |

ATM SERVICES

C&F ATM

Other

| | | |
|---|--------|--------|
| Withdrawal | Free | \$3.00 |
| Inquiry or transfer | Free | \$1.00 |
| Denied transaction | Free | \$0.50 |
| Surcharge <i>(foreign customer charge)</i> | \$3.00 | N/A |

