

# Deposit Agreement and Disclosures

*Effective: 9/01/2011*



**MEMBER FDIC**

 Equal Housing Lender

## GENERAL TERMS and IMPORTANT ACCOUNT INFORMATION

Welcome to Virginia Heritage Bank and Thank You for establishing a banking relationship with us.

**AGREEMENT.** When you open or maintain an account with the bank, you agree to the terms and conditions described in this Agreement. The Financial Institution is referred to as “we,” “our,” and “us”. 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. 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. When you open or maintain an account with the Bank, you are agreeing to the terms of this Agreement. **By signing the signature card, conducting transactions after account opening, or continuing to use the account, you agree to the terms of this Deposit Agreement.** You also agree that you and we have all rights given by law, and you agree that you will not use your account for any purpose that is not legal under Virginia or federal law. We may change this Agreement at any time. We generally send you advance notice of an adverse change. If a change is not adverse to you, however, we may make the change at any time without advance notice. If you do not agree with the change, you may close your account. If you continue to use your account or keep it open, you accept and agree to the change. You may receive a separate schedule of fees, rates or qualifying balances if they are not included in this document. The current version of this Agreement supersedes all prior versions and contains the terms and conditions governing your account. If any provisions of this document are 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. Please keep a copy of this Agreement for your reference.

**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 or requests a loan. What this means to you: When you open an account or request a loan, we will ask for your name, address, date of birth, tax payer identification number, physical address and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We will verify this information about you while processing your account application. We may ask our established customers for identification and we will use this information to update our files. To the extent that you fail to provide this information, the Bank may not open an account for you and/or may close an existing account. We reserve the right to decline to open an account for any person.

**DATE ACCOUNT OPENED.** If you open an account with us after 4:00 PM on a business day that we are open, we will consider that the transaction was made at the opening of the next business day for account opening, effective date and issue date purposes.

**FEES, CHARGES AND 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 to pay the charges listed on our Schedule of Charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you requested which are not covered in 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 can be deducted directly from the account balance whenever sufficient funds are available. 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. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees, whether incurred as a result of collection or in any other dispute involving your account including but 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. We can change these charges or add new ones upon giving any notice that may be required by law.

**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”). We will not cash or accept for deposit, checks drawn on banks in foreign countries. We may agree to try to collect the money for you from the bank on which the check is drawn and if we succeed, we will deposit the money we collect into your account. 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 may also charge you for this service. The amount of our fee is listed in our Schedule of Charges. We are not responsible for transactions by mail or the outside night depository. At our sole discretion, the Bank may process such items and you agree to indemnify and hold the Bank harmless from any loss, claim or damage arising from such delivery of items. 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.

**WITHDRAWALS.** Unless clearly indicated otherwise on the account records, the ability to make withdrawals, transfer all or any part of the account balance at any time, or endorse items for deposit is given to any of you, acting alone, who signs to open the account or who is given specific authority to make withdrawals, such as an authorized signer. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfer regulation, you waive any requirements of multiple signatures for withdrawal. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits including direct deposits of social security or other government benefits to cover such overdrafts and overdraft fees. ***You are now required by law to notify us that you would like for us to continue to cover overdrafts caused by ATM and one-time debit card transactions. The overdraft protection currently made available to you for ATM or every day debit card transactions will only be available if you agree or “Opt-In” to this protection.***

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 for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal

**Refer to our Funds Availability Policy Disclosure for information about when you can withdraw funds you deposit.** We may require not less than seven (7) days’ notice in writing before each withdrawal from interest-bearing checking, savings and money market accounts. 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 terms and conditions for these accounts for the notice of penalty and early withdrawal.

**LARGE CASH WITHDRAWALS.** We may require reasonable advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier’s check or other official item) if we believe that the amount is unreasonably large or that

honoring the request could cause us an undue hardship or security risk. We reserve the right to place an absolute limit on the amount of cash that may be obtained, regardless of notice.

**ENDORSEMENT GUARANTEES.** We reserve the right to require an endorsement guarantee on checks of \$3,000.00 or more, presented for cash by a non-customer.

**POSTDATED AND STALE-DATED CHECKS.** You agree that when you write a check you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay or return it unpaid. You agree that if we pay the check, the check will be posted to your account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We are not obligated to, but may at our option pay a check other than a certified or cashier's 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 in this agreement.

**MISSING ENDORSEMENTS.** We are authorized to accept for collection and credit your account items made payable to any one or more of the parties in whose name your account is established, with or without endorsement. If you fail to endorse an item that you submit for deposit, we have the right, but are not obligated, to supply the missing endorsement.

**RESTRICTIVE LEGENDS.** We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days", "two signatures required" or "not valid for more than \$1,000.00." **Any such restrictive legend is solely for your convenience and internal control purposes and not binding on us.**

**SIGNATURES.** You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including a digitized signature capture process.

**DORMANT ACCOUNTS.** If you have not made a withdrawal from, or a deposit to, your account for an extended period of time and we have been unable to contact you, your account may be classified by us as dormant. Subject to applicable law, we will charge a dormant account fee on the account, and the account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

**ACCOUNT CLOSING.** We reserve our right to stop offering any particular type of account at any time. We may also close your account at any time upon reasonable notice to you. We may tender the account balance personally or mail you a check for the amount of collected funds on deposit as soon as is practical. You or we may close your checking or savings account at any time without advance notice, subject to applicable law, except that we may require you to give us notice of not less than seven (7) days in writing before closing, or for each withdrawal from an interest-bearing account other than a time deposit or from any other savings account as defined by Regulation D. We will consider your account closed when the balance remains at \$0.00 for a period of 30 days. If we decide to close your account, we may "freeze" it. If we "freeze" your account, we may return deposits, checks and other items that we receive after it is "frozen". If we close your account because of unsatisfactory handling, we generally report, subject to applicable financial privacy laws or other laws or regulations, your name, address, Taxpayer Identification Number, driver's license number and date and reason the account was closed to account information services such as ChexSystems, Incorporated. You agree to hold us harmless for refusing to honor any check drawn on a closed account.

**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. Changes you ask us to make to your account are not effective until we have had a reasonable time to act on the new information.

**INDIVIDUAL ACCOUNT.** An individual account is an account in the name of one person. You are considered by us as the sole owner of the account regardless of whether any other person is designated as a POD payee, ITF payee or ATF payee. You may designate another person a limited power of attorney to write checks on your account without granting them ownership in your account. This power of attorney designation must be on a form acceptable to the Bank.

**JOINT ACCOUNT – WITH RIGHT of SURVIVORSHIP.** A joint account with survivorship is an account in the name of two or more persons. Each of you intend and agree that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). Each co-owner is jointly and severally liable to us for: all fees and charges assessed against the account; all amounts owed to us on the account, such as overdrafts; and all costs, losses or liabilities related to this Agreement or the account. **All joint accounts are presumed to be joint accounts with the right of survivorship unless the applicable state law does not permit this presumption or we have otherwise agreed with you in writing that the account is owned in another capacity.**

**JOINT ACCOUNT – NO RIGHT of SURVIVORSHIP.** A joint account with no survivorship 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 intends 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 deposited contributed by each of you. This information will not, however, affect the “number of signatures” necessary for withdrawal.

**UNIFORM TRANSFERS to MINORS.** An account opened and designated on the signature card as a “Uniform Transfers to Minors” account shall be governed by applicable state law. Deposits in the account will be held by us for exclusive right and benefit of the minor. The custodian must notify us in writing immediately upon the death of the minor or at the time the minor attains the age of majority. The custodian and/or person opening the account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability or exposure, including reasonable attorney’s fees, we may suffer or incur arising out of action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling of dealing with account.

**REVOCABLE TRUST OR PAYABLE 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.

**FORMAL TRUST OR WRITTEN TRUST ACCOUNT.** A Formal Trust account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Written Trust accounts are established by a legally enforceable trust agreement. You represent that you are authorized under applicable law and the governing documents to open the account in the name and manner requested. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s) or interpret the trust documents. The trustee(s) and/or any

person opening the account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the account.

**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. If the account owner is a corporation, unincorporated association, limited liability company, limited liability partnership, fiduciary, partnership, sole proprietorship or other entity holding an account in any capacity other than an individual capacity, each person signing the signature card or other account documents represents and agrees that they: are fully authorized to execute all documents in their stated capacity; have furnished all documents necessary to demonstrate that authority; and will furnish any other documents in such form as we may request from time to time. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity. We may refuse to recognize any resolution affecting the account that is not on our form or that appears to us to be incomplete or improperly executed. You must notify us in writing of any changes to the person(s) authorized to act on your behalf or changes in ownership. Changes you ask us to make to your account are not effective until we have had a reasonable time to act on the new information. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the account, you agree we may place a hold on the account or transaction until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

**TRANSACTION LIMITATIONS for Business Money Market and Savings Accounts**– You are permitted or authorized to make no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month to another account of the depositor at the Bank or to a third party by means of a preauthorized or automatic transfer, or telephonic agreement, order or instruction, or by check, draft, debit card, or similar order made by the depositor and payable to third parties. You may make unlimited withdrawals or transfers between accounts if made in person, by messenger by mail or at an ATM. Other account transfer restrictions may also apply. We will notify you when you exceed the permitted number of transfers or withdrawals. If you continue to exceed the permitted number of transfers or withdrawals, the Bank may close and convert your account to a more appropriate transaction account. (Please refer to the separate Fee Schedule for minimum balance requirements and any fees that may apply.)

## **INTERNET GAMBLING**

**In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or banking relationship with Virginia Heritage Bank. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling. If you do engage in an Internet gambling business, we will require that you provide evidence of your legal authority to do so.**

**STOP PAYMENTS.** 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 upon the order. To be effective, your stop-payment order must precisely identify the number, date, amount of the item, and the payee. The bank is not responsible for failure to stop payment if the item is not defined with reasonable certainty. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated 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). **The stop payment order lapses after 14 calendar days if the original order was oral and was not confirmed in writing within that period. A stop payment order for checks is good for 6 months and may be renewed for an additional 6 months if renewed during the effective time period. A stop payment order for ACH debits is effective indefinitely once confirmed in writing.** You may not stop payment on an item after acceptance of the item by us. **You may not stop payment on a Cashier's Check.**

**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 person 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 transfer 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 apply.

**AMENDMENTS AND TERMINATION.** We may change any term of this agreement. We will give you reasonable notice in writing or by any other method permitted by law. We may also close your account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

**STATEMENTS.** You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures, forgeries, 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, forgeries, or any other errors 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.

In addition to your duty to review your statements for unauthorized signatures, alteration and forgeries, you agree to examine your statement with reasonable promptness for other errors, such as an encoding error. You agree that the time you have to examine your statement and report to us shall not exceed 60 days. Failure to examine your statement and report any such 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 such errors on items identified in that statement and as between you and us the loss will be entirely yours.

Refer to your Electronic Fund Transfers disclosure and the section on consumer liability and error resolution for information on errors relating to electronic fund transfers (computer, debit card or ATM transactions). For information on errors relating to a substitute check you received, refer to your disclosure section on Substitute Checks and Your Rights.

**ACCOUNT TRANSFER.** The account established under this agreement is not assignable or transferable except with our written consent.

**DIRECT DEPOSIT.** If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, 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 this option is selected, 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 restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT OF SETOFF.** We may (without prior notice and unless this right is denied to us by law) take any funds in your account to pay any debt you owe us that is in default (including unpaid charges). This is called the right of set-off and applies to all funds of yours in our possession now or in the future for any account you maintain with us. If this is a joint account, this right of set-off applies to our use of deposits of any of you to pay the debts owed to us by any one or more of you individually or with others. We can use this right of set off without going through any legal process or court proceedings. If the debit arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. If we exercise this right by taking what you owe us from a certificate account, such payment shall be deemed an early withdrawal and an early withdrawal penalty may apply. This 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.

**CHECK PROCESSING.** We may process items mechanically by relying on the information encoded along the bottom of the items. This means we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep cost down for you and all account holders. 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.

**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 will decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**ACH AND WIRE TRANSFERS.** This agreement is subject to Article 4A of the Uniform Commercial Code – Funds Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary 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 (ACH). 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 provide 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. If we receive a credit to 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.

**We may return a debit or credit item in accordance with applicable ACH Rules and by the dead line set forth in the ACH Network time schedules. Please refer to your ACH Account Agreement for details.**

## **ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES – CONSUMERS ONLY**

This agreement and disclosure is made in compliance with Federal law regulating electronic funds transfer (EFT) services. Electronic fund transfers are electronically initiated transfers of money involving an account at the Financial Institution. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. *You should keep this notice for future reference.*

**ELECTRONIC FUNDS TRANSFER INITIATED BY THIRD PARTIES.** You may authorize a third party to initiate electronic funds 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. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. You should only provide your bank 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 funds transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized Credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized Payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic Check Conversion.** You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check by other means such as by mail or drop box.
- **Electronic Returned Check Charge.** Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**ATM and Everyday Debit Card Transactions.** Currently your consumer checking account comes with our standard overdraft protection. That means that we may authorize and pay ATM and everyday debit card transactions even though you do not have enough money in your account to cover the transactions. We offer this service as a convenience and at our discretion to our customers. We charge a \$32 fee for this service. **In order to continue to enjoy the benefits of overdraft coverage when using an ATM or debit card, you must now notify us that you would like to continue to have your ATM and one time debit card transactions covered. The overdraft protection currently made available to you for ATM and everyday debit card transactions will only be available if you agree or "Opt-In" to this protection. Please visit our website or contact your branch for additional information from us about the overdraft protection options available to you.**

**ATM TRANSFERS – TYPES OF TRANSFERS, DOLLAR LIMITATIONS & CHARGES.** You may access your account(s) by ATM card and Personal Identification Number (PIN) or Virginia Heritage Bank Check Card and Personal Identification Number (PIN) to:

- Withdrawal a maximum of \$500.00 per day from your checking account.
- Withdrawal a maximum of \$500.00 per day from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.
- You are able to use the Virginia Heritage Bank ATM card at Point of Sale terminals for a maximum purchase amount of \$500.00 per day. These purchases are not included in your \$500.00 daily withdrawal limit.
- You are able to use the Virginia Heritage Bank Check Card at Point of Sale terminals for a maximum purchase amount of \$2,500.00 per day. These purchases are not included in your \$500.00 daily withdrawal limit.
- There is no charge for ATM withdrawals at machines owned by us with a Virginia Heritage Bank ATM card or Virginia Heritage Bank Check Card.
- You may be charged a fee for the use of ATMs at other financial institutions.

**VIRGINIA HERITAGE TELEPHONE BANKING – TYPES OF TRANSFERS, DOLLAR LIMITATIONS & CHARGES.** You may access your account(s) by telephone daily at (800) 205-0913 using your personal identification number (PIN), a touch tone phone and your account number(s) to:

- Obtain balance information on your deposit accounts.
- Transfer funds between your checking and savings account.
- Obtain deposit history on your checking or savings accounts.
- Obtain withdrawal history from checking or savings accounts.
- Determine if a particular check has cleared your account.
- There are no limits to the number or dollar amount of inquiries or transfers you may make per day.
- There is no charge for telephone banking.

**VIRGINIA HERITAGE ONLINE BANKING. – TYPES OF TRANSFERS, DOLLAR LIMITATIONS & CHARGES.** You may access your account(s) by internet at [www.VirginiaHeritageBank.com](http://www.VirginiaHeritageBank.com) and using your user identification and your password to:

- Obtain balance information on your deposit and loan accounts.
- Transfer funds between your checking and savings accounts.
- Make payments from your checking or savings to your loan account.
- Obtain deposit and withdrawal history on your deposit and loan accounts.
- Make payments from checking to third parties through Web Bill Payment service.
- There is no charge for Consumer Online Banking.
- Please refer to the separate Fee Schedule for additional information about charges.

**ELECTRONIC FUNDS TRANSFER FEES.**

- We do not charge for direct deposit or any preauthorized EFTs to any type of account.
- We do not charge for preauthorized payments from any type of account.
- There is a stop-payment fee for each stop-payment order for preauthorized transfers.
- There is an ATM / Check Card replacement fee.
- Please refer to the separate Fee Schedule for additional information about charges.

**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.
- Pay bills.

**BUSINESS DAYS.** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

## **ELECTRONIC FUNDS TRANSFER DOCUMENTATION.**

- **Periodic Statements.** You will get a monthly statement from us for your Demand, NOW, Savings Account and Money Market Accounts.

**ATM Transfers.** You may get a receipt at the time you make any transfer to or from your account using one of our automated teller machines (ATM) or use any point-of-sale terminal.

- **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 may call 800-205-0913 to find out whether or not the deposit has been made.

## **PREAUTHORIZED PAYMENTS.**

- **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 by calling us at **866-294-4193** or writing us at **Virginia Heritage Bank, P.O. Box 221046, Chantilly, VA 20153**, 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 separate fee schedule for the amount we will charge you for each stop-payment order you give.
- **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 would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to make transfers.** 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 LIABILITY.** 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.

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line and the transfer would go over the credit limit.
- 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.
- Of circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting the transfer.
- If an account becomes dormant, in which case we may terminate card or code access to that account.
- If your card or code has been revoked due to inactivity or at our discretion.
- There may be other exceptions stated in our agreement with you or permitted by law.

**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
- In order to comply with government agencies or a court order; or
- If you give us written permission.

**CONSUMER'S LIABILITY FOR UNAUTHORIZED TRANSFERS.** 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/code, you can lose no more than \$50 if someone used your card/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 or code and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500. Losses could include the money in your account plus, if you have an overdraft protection plan linked to your account, any transfers from another account or any advances on a credit line. 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 have told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Additional limit on liability for Virginia Heritage Check Card – Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Check Card. This additional limit on liability **does not** apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by VISA, or to commercial cards.

**ERROR RESOLUTION NOTICE.** In Case of Errors or Questions About Your Electronic Transfers or if you believe your card/code has been lost or stolen, then call or write us at **866-294-4193, Virginia Heritage Bank, P.O. Box 221046, Chantilly, VA 20153**. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- Tell us the number amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing in 10 business days. We will determine whether an error occurred within 10 business days (5 business days if the transfer involved a check card point-of-sale transaction and 20 business days if the transfer involved a new account) after we hear from you and we 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 the transfer involved a Check Card point-of-sale transaction and 20 days if the transfer involved a new account) for the amount you think is an 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within 3 business days after completing our investigation. If we decide there is no error, we will send you a written explanation. You may ask for copies of the document that we used in our investigation.

**ATM SAFETY TIPS.** As with all financial transactions, please exercise discretion when using an Automated Teller Machine (ATM) or night deposit facility. Please read the following safety tips.

- Be aware of your surroundings, particularly at night.
- Prepare for your transactions at home to minimize your time at the ATM or Night Deposit Facility.
- Always protect your card by keeping it in a safe place.

- Always protect your PIN. Never give your number to anyone and you should never write your number anywhere especially on your card.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- Don't accept assistance from anyone you don't know when using an ATM or Night Deposit Facility.
- If you notice anything suspicious or any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, protect your card and leave.
- Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- If you choose your own PIN, avoid using obvious numbers such as, telephone numbers, addresses, social security numbers or birth dates.

## **FUNDS AVAILABILITY POLICY DISCLOSURE – CONSUMERS AND BUSINESSES**

**YOUR ABILITY TO WITHDRAW FUNDS AT VIRGINIA HERITAGE BANK.** This policy statement applies to all deposit accounts. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available to you, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please note that even after we have made funds available to you, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

**DETERMINING THE AVAILABILITY OF A DEPOSIT.** Every day is a business day, except Saturdays, Sundays, and Federal holidays. If you make a deposit before 4:00 pm 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 4:00 pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**LONGER DELAYS MAY APPLY.** Funds you deposit may be delayed for a longer period under the following circumstances:

- You deposit checks totaling more than \$5,000 on any one day.
  - You redeposit a check that has been returned unpaid.
  - You have overdrawn your account repeatedly in the last six months.
  - We believe a check you deposit will not be paid.
  - There is an emergency, such as failure of computer or communications equipment.
- We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the **fourth** business day after the day of your deposit.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer to the Bank, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 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 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 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 7<sup>th</sup> business day after the day of your deposit.

## **SUBSTITUTE CHECK POLICY DISCLOSURE – CONSUMERS ONLY**

### **SUBSTITUTE CHECKS and Your Rights**

The following provisions help explain some of your rights under a new federal law commonly referred to as Check 21. This disclosure applies only to accounts held by consumers.

#### **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 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 **866-294-4193, Virginia Heritage Bank, P.O. Box 221046, Chantilly, VA 20153** or email **atyourservice@virginiaheritagebank.com**. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- **A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);**
- **An estimate of the amount of your loss;**

- **An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and**
- **a copy of the substitute check 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 amount of the check and the date of the check.**

## TRUTH-IN-SAVINGS DISCLOSURE – CONSUMERS ONLY

(Please refer to the separate Fee Schedule for minimum opening balance requirements and any fees that may apply to these accounts)

- **VHB FREE CHECKING ACCOUNT**
- **VHB 50 CHECKING ACCOUNT**
- **VHB INTEREST CHECKING ACCOUNT**

### **RATE INFORMATION:**

Your interest rate and annual percentage yield may change.

### **FREQUENCY OF RATE CHANGE:**

We may change the interest rate on your account at any time.

### **DETERMINATION OF RATE:**

At our discretion, we may change the interest rate on your account.

### **COMPOUNDING AND CREDITING FREQUENCY:**

Interest will be compounded every month. Interest will be credited to your account every month.

### **DAILY BALANCE COMPUTATION METHOD:**

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

### **ACCRUAL OF INTEREST ON NONCASH DEPOSITS:**

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

(Please refer to the separate Fee Schedule for minimum balance requirements and any fees that may apply to these accounts.)

- **VHB REGULAR MONEY MARKET ACCOUNT**
- **SIGNATURE SAVINGS ACCOUNTS**
- **KIDS SAVINGS ACCOUNTS**

**TRANSACTION LIMITATIONS:** You are permitted or authorized to make **A COMBINATION OF** no more than six (6) transfers and withdrawals per calendar month to another account of the depositor at the Bank or to a third party by means of a preauthorized or automatic transfer, or telephonic agreement, order or instruction, or by check, draft, debit card, or similar order made by the depositor and payable to third parties.

You may make unlimited withdrawals or transfers between accounts if made in person, by messenger, by mail or at an ATM. We will notify you when you exceed the permitted number of transfers or withdrawals. If you continue to exceed the permitted number of transfers or withdrawals, the Bank may close and convert your account to a more appropriate transaction account.

**Note: A fee may be imposed for overdrafts or non-sufficient items (NSFs) created by checks, in person withdrawals, ATM withdrawals or by other electronic means. Please refer to our separate Fee Schedule for more information.**

- **IRA SAVINGS ACCOUNT**

For IRA Savings Accounts, refer to your IRA Plan Disclosure for additional features and limitations that may apply.

(Please refer to the separate Fee Schedule for minimum balance requirements and any fees that may apply.)

**Please refer to our VHB Rate Sheet for information about Annual Percentage Yields and Rates.**

## **INTEREST ON DEMAND DEPOSIT ACCOUNTS**

**As of July 21, 2011, under provisions of the Dodd-Frank legislation, banks are now permitted to pay interest on demand deposit accounts. Paying interest on these accounts will change the account insurance category. This means that the account will no longer be eligible for unlimited deposit insurance coverage only the basic \$250000 coverage.**

## **USA PATRIOT ACT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or requests a loan.

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

We may also ask our established customers for identification and we will use this information to update our files.

## **NOTICE OF CHANGES IN TEMPORARY FDIC INSURANCE COVERAGE FOR TRANSACTION ACCOUNTS**

All funds in a "noninterest-bearing transaction account" are insured in full by the Federal Deposit Insurance Corporation from December 31, 2010, through December 31, 2012. This temporary unlimited coverage is in addition to, and separate from, the coverage of at least \$250,000 available to depositors under the FDIC's general deposit insurance rules.

The term "noninterest-bearing transaction account" includes a traditional checking account or demand deposit account on which the insured depository institution pays no interest. **It also includes Interest on Lawyers Trust Accounts ("IOLTAs").** It does not include other accounts, such as traditional checking or demand deposit accounts that may earn interest, NOW accounts, **and** money-market deposit accounts.

For more information about temporary FDIC insurance coverage of transaction accounts, visit [www.fdic.gov](http://www.fdic.gov).

## VIRGINIA HERITAGE BANK – CONSUMER PRIVACY POLICY

### FACTS

#### WHAT DOES VIRGINIA HERITAGE BANK DO WITH YOUR PERSONAL INFORMATION?

##### Why?

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

##### What?

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

- Social Security number and Income
- Account Transactions and Overdraft History
- Credit History and Credit Scores

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

##### How?

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

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

##### Questions?

Call 866-294-4193 or go to [www.vhbank.com](http://www.vhbank.com)

<b>Who we are</b>	
<b>Who is providing this notice?</b>	Virginia Heritage Bank

<b>What we do</b>	
<b>How does Virginia Heritage Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Employee access to customer information is limited to those employees who need to know your information to provide products and services to you.
<b>How does Virginia Heritage Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account or apply for a loan</li> <li>▪ show a drivers' license or show your government issued ID</li> <li>▪ use your credit or debit card or make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others such as credit bureaus, affiliates or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>▪ Virginia Heritage Bank has no affiliates</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>▪ Nonaffiliates we share with can include mortgage companies, check printers, government entities and credit bureaus</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>▪ Virginia Heritage Bank doesn't jointly market</li> </ul>

<b>Other important information</b>

# Schedule of Fees

Effective 03/25/2011

## CONSUMER ACCOUNTS

**VHB FREE Checking**  
\$100 minimum to open

No monthly service fee  
No monthly minimum balance

**VHB 50 Checking** (age 50 & over)  
\$50 minimum to open

No monthly service fee  
No monthly minimum balance

**VHB Personal Interest Checking**  
\$100 minimum to open  
If the average daily ledger balance falls below \$1,000

\$8 monthly service fee

**VHB Regular Money Market**  
\$2,500 minimum to open and monthly minimum balance requirement  
If the balance falls below \$2,500  
Limited to six (6) withdrawals or transfers per calendar month  
Withdrawals over 6 per month  
Unlimited withdrawals in person, by mail, messenger or via ATM

\$10 monthly service fee

\$6 per transaction

**VHB Signature Savings**  
\$100 minimum to open  
If the balance falls below \$100  
6 preauthorized, automatic, online banking, or  
telephone transfers per month  
Unlimited withdrawals in person, by mail, messenger or via ATM

\$3 monthly service fee

\$3 per additional withdrawal

**Kids Savings**  
\$5 minimum to open  
6 preauthorized, automatic, online banking or  
telephone transfers per month  
Unlimited withdrawals in person, by mail, messenger or via ATM

No monthly service fee  
No monthly minimum balance

\$3 per additional withdrawal

**Health Savings Account (Checking Product)**  
\$100 minimum to open  
Unlimited withdrawals for qualified medical expenses  
Check writing privileges and Debit Cards available  
Balance earns competitive rate of Interest

No monthly service fee  
No monthly minimum balance

**IRA Savings Account**  
\$100 minimum to open  
Balance earns competitive rate of Interest  
Refer to IRA eligibility rules

No monthly service fee  
No monthly minimum balance

## BUSINESS ACCOUNTS

### **FREE Business Checking**

\$100 minimum to open  
Transactions over 250

No monthly minimum balance  
.20 per transaction

### **Business Interest Checking**

\$100 minimum to open  
If the balance falls below \$1,000 average daily balance  
Transactions over 250

\$8 monthly service fee  
.20 per transaction

### **Commercial Checking / Account Analysis**

\$100 minimum to open  
(Earnings credit helps offset service charges)

.12 per check  
.25 per credit  
.12 per deposited item

### **IOLTA (Interest on Lawyer's Trust Account)**

\$100 minimum to open  
If the balance falls below \$100

\$8 monthly service fee

### **Maryland Affordable Housing Trust Account (MAHT)**

\$100 minimum to open  
If balance falls below \$100  
(Limited to Title Insurers that do closings, escrows and settlements in MD)

\$8 Monthly service fee

### **VHB Business Money Market**

\$2,500 minimum to open and monthly minimum balance requirement  
If balance falls below \$2,500  
Limited to 6 withdrawals or transfers per month  
Withdrawals over 6 per month  
Unlimited withdrawals in person, by mail, messenger or via ATM

\$10 monthly service fee  
\$6 per transaction

### **VHB Business Signature Savings**

\$100 minimum to open  
If the balance falls below \$100  
6 preauthorized, automatic, online banking transfers  
or telephone transfers per month  
Unlimited withdrawals in person, by mail, messenger or via ATM

\$3 monthly service fee  
\$3 per additional withdrawal

## CASH MANAGEMENT SERVICES FEES

*Cash Management fees are charged through account analysis unless otherwise stated.*

ACH Origination	* \$ 50.00 setup and training fee \$ 10.00 monthly maintenance \$ 5.00 per file \$ .12 per item \$ 5.00 CTX Notices/EDI Transfers
Remote Deposit	* \$ 50.00 setup and training fee \$ 50.00 monthly maintenance \$ .12 per item
Online Banking	No Charge
BizPay (Bill Payment)	No Charge
Domestic Wire Transfer (Initiated Online)	\$ 10.00
Stop Payment (Initiated Online)	\$ 20.00
Positive Pay	\$ 10.00
Tax Payments (Initiated Online)	No Charge
Repurchase Agreement	\$ 75.00 monthly maintenance
LockBox - For monthly service fees, see Schedule A of Lockbox Agreement	
In-House LockBox Maximum of 250 items	\$ 50.00 monthly maintenance

\* Business account will be charged. Fee does not process through account analysis.

## MISCELLANEOUS FEES

Uncollected Funds Charge	\$ 28.00 per item
Stop Payments	\$ 25.00 per stop payment
NSF (Non-Sufficient Funds) / Overdraft Paid Item	\$ 32.00 per item
NSF (Non-Sufficient Funds) / Overdraft Returned Item	\$ 32.00 per item
(A non-sufficient funds item may be created by check, in person withdrawal, ATM withdrawal or electronic debit)	
Incoming Wires	No Charge
Outgoing Wires – Domestic	\$ 15.00 per wire
Outgoing Wires – International	\$ 35.00 per wire
Returned and Re-deposited Item	\$ 7.00
Cashier’s Checks	\$ 6.00
ATM Transactions at VHB ATMs	No Charge
ATM Transactions at Non-VHB ATMs	No Charge
4 Non-VHB surcharges FREE per month	
ATM / Check Card POS (point of sale) transactions	No Charge
Foreign Items sent for collection	\$ 10.00 per item
International Transactions with ATM / Check Card	1% of the transaction amount
Replacement ATM / Check Card	\$ 5.00
Dormant Checking Account Fee after 24 months	\$ 10.00 monthly service charge
Dormant Savings Account Fee after 48 months	\$ 10.00 monthly service charge
Research Requests	\$ 20.00 per hour
Duplicates Statement	\$ 5.00 per statement
Tax Lien & Garnishments	\$ 75.00

## MISCELLANEOUS FEES (continued)

Safe Deposit Boxes (Must have a checking, savings, CD or VHB Loan)	Yearly Rental Fees
3x5	\$ 40.00
5x5	\$ 55.00
3x10	\$ 65.00
5x10	\$ 85.00
10x10	\$110.00
Safe Deposit Box Late Fee after 30 Days	10% of amount past due per month
Safe Deposit Box Lost Key	\$ 20.00
Safe Deposit Drilling	\$175.00
Night Depository Service – Initial Setup	\$ 15.00
Night Drop Disposable Bag	\$ 3.50 per bag
Rolled Coin	\$ .25 per roll
Strapped Currency	\$ .10
VHB Online Banking (Personal & Business)	No Charge
VHB Online Banking – Bill Payment Service (Personal & Business)	No Charge
ZashPay-money transfer service	\$ .50 per transaction
VHB Telephone Banking 800-205-0913	No Charge



### **Fairfax Branch**

11166 Fairfax Boulevard  
Fairfax, VA 22030  
Phone: 703-359-4100  
Fax: 703-359-2776

### **Chantilly Branch**

13986 Metrotech Drive  
Chantilly, VA 20151  
Phone: 703-378-0010  
Fax: 703-378-0104

### **Gainesville Branch**

7905 Heritage Village Plaza  
Gainesville VA 20155  
Phone: 571-248-8800  
Fax: 571-248-8066

### **Tysons Branch**

8245 Boone Boulevard  
Vienna, VA 22182  
Phone: 703-752-9360  
Fax: 703-752-9363

### **Dulles Town Center Branch**

45745 Nokes Boulevard  
Dulles VA 20166  
Phone: 703-230-1515  
Fax: 703-230-3005

[AtYourService@VirginiaHeritageBank.com](mailto:AtYourService@VirginiaHeritageBank.com)

1-866-294-4193

[www.vhbank.com](http://www.vhbank.com)

**Member FDIC**

 Equal Housing Lender