TREASURY SERVICES MASTER AGREEMENT

THIS TREASURY SERVICES MASTER AGREEMENT, as amended, supplemented or otherwise modified from time to time, (this " Master Agreement") is made as of the date stated herein by and between Primis Bank and the undersigned ("Customer"). This Master Agreement establishes the terms and conditions of certain Services and contains the rights and responsibilities of Bank and Customer. When you use a Service listed in this Master Agreement, you agree to be bound by all terms, conditions and procedures as outlined in this Master Agreement, any additional terms and conditions provided from time to time for Service and any user materials furnished to you. To the extent Primis Bank provides other services to you, those services are controlled by other agreements. By signing this Master Agreement, you agree to the terms and conditions contained in this agreement. We may change, add to, or delete from the terms and conditions disclosed in this Master Agreement, any Fee Schedule, User Guide or other service materials provided by Primis Bank. The latest version of this Master Agreement can be found at primisbank.com/disclosures/, or by contacting us at TreasuryServices@primisbank.com.

In this Master Agreement, the words “Primis Bank”, we, “us” and “our” refer to Primis Bank. The words “Customer”, “you,” and “yours” refer to the banking customer who has accepted the terms of this Master Agreement.

GENERAL TERMS AND CONDITIONS

Services. Primis Bank agrees to furnish to you, any or all Services described in this Treasury Services Master Agreement, subject to the terms and conditions contained herein and in any additional terms and conditions or agreements provided for each Service. All Services requested are subject to our approval prior to commencement of those Services and availability can be denied by us at any time for any reason.

You may request additional services covered by the Master Agreement from time to time. All such requests shall be subject to approval by Primis Bank. Upon such approval, Primis Bank will deliver in person, by first class mail or by electronic delivery, the terms and conditions attributable to such service and any additional documentation such as User Guides and service fees. Your installation and use of such additional service shall indicate your acceptance of and agreement to all terms and conditions related to such service.

Commencement of Services. We will commence providing the requested Services to you if (a) you have provided us with the information and documentation, in acceptable form and detail, as we believe, in our sole discretion, is necessary or appropriate, including, without limitation, financial statements and tax returns; (b) we, you and any required third parties, where applicable, have agreed to contract provisions and to the format for all input and output information; (c) any necessary installation, testing and/or training has been completed.

Deposit Agreement. Primis Bank requires, as a condition of supplying Services that you open and maintain in good standing a deposit account with Primis Bank. The terms and conditions of the Bank’s Deposit Agreement, which may be amended from time to time, are incorporated by reference in this Master Agreement. To the extent that deposit services are modified by this Master Agreement, this Master Agreement shall govern.

Eligible Accounts. You will designate certain accounts for specific purposes in connection with the Services. If you fail to designate account(s), we may designate the accounts for you. If the designation includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us

with their written authorization, in form and substance acceptable to us, evidencing that authority and to notify us immediately in writing of any change to that authorization. Unless otherwise agreed to, special signature requirements are not binding on us and we may act upon the instructions of any one authorized signer. You agree to provide to us any instructions relating to changes in your authorized signers, representatives or agents, promptly and in writing.

Business Online Banking and Bill Pay. The Customer may apply to participate in the Bank's Business Online Banking Service, Bill Pay Service and other electronic services offered through the Business Online Banking website. Primis Bank's Online Banking Agreement(s) are separate and apart from this Master Agreement and the other information regarding Business Online Banking Services are found on Primis Bank's website. Some Services defined in this Master Agreement may require you to participate in Business Online Banking Services.

Credit Review. You are subject to a satisfactory credit review by us at the time of application for Services and from time to time, at our sole option and discretion, and in accordance with our established credit criteria. You will provide, upon our request, any such credit-related information and assistance as we may require to perform any such review. Your failure to meet our credit standards or to provide such information or assistance when requested shall constitute a breach of the Master Agreement.

Insurance/Collateral. At Primis Bank's request, Customer will obtain and maintain sufficient hazard and errors and omissions insurance to cover risks associated with the Service in an amount acceptable to Primis Bank and will name Primis Bank as co-insured on such insurance policy. At Primis Bank's sole discretion, you agree to deliver to Primis Bank sufficient and valuable collateral to secure the value of daily deposits in an amount acceptable to Primis Bank.

Fees, Charges and Payment Obligations. Fees and charges applicable to the provision of Services shall be disclosed in each Service Agreement and you may request the Treasury Services Fee Schedule by emailing us at TreasuryServices@primisbank.com. The Bank may amend any such schedule or schedules from time to time by sending a revised pricing schedule to the Customer. Any amendments to the cost of Services shall form part of this Master Agreement. Your use of the Service after the effective date of the new pricing schedule shall signify your consent to such changes.

The Customer authorizes the Bank, but the Bank is not obligated, to charge the applicable account of the Customer (and in the event there are insufficient funds in the applicable account, any account of the Customer held at the Bank) with any amounts due and owing by the Customer to the Bank, including, without limitation, any charge, fee or other amount that the Customer has agreed to pay to the Bank pursuant to this Master Agreement. The Customer further agrees to pay on demand any overdraft created or existing from time to time in any account of the Customer resulting from the use of the Service.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services or this Master Agreement (excluding any income tax payable by us). You are responsible for the costs of any communication lines and any data processing charges payable to third parties.

Equipment/Software. We may provide you with equipment and/or software (collectively, "Equipment") that you can use to transmit data and instructions to us. You are responsible for maintaining any equipment and/or software that is necessary for online or web-based services and communications, such as telephones, terminals, modems and computers. Any Equipment requirements are described in the User Materials, as amended from time to time. You must provide and properly install all required Equipment and must maintain the Equipment in good working order. You accept full responsibility for the security and confidentiality of all matters related to the Equipment. We are not responsible for the installation or setup of any Equipment unless said equipment is provided by us. You agree to use equipment and/or software that are compatible with our programs, systems and equipment, which may change from time to time. You agree to notify us promptly if any software or hardware

we have provided to you becomes defective. At our election, we may replace or repair such software or hardware**.** We assume no responsibility for any errors, failures, or malfunctions of your equipment, or for any computer virus or related problems that may occur with your use of a Service. Where applicable for the Service you have selected, we may grant to you a non-exclusive, non-transferable license to use certain licensed software and documentation on such computer central processing units owned or controlled by you for your own internal operations. The licensed software, the documentation, and all copies thereof remain our exclusive property, subject to our rights, and you have no right, title, or interest therein, except as expressly set forth in any Agreement between you and us. You may not assign, sublicense or otherwise transfer a sublicense to any other person or entity, whether voluntarily, involuntarily, or by operation of law. You will promptly return all copies of the software and/or equipment and User Materials, including materials related to the User Materials, to us upon termination of the Service and/or Master Agreement.

Security Procedures and User Guides. You agree to comply with the security procedures required for the Service selected. If we provide you with User Guide or a Security Procedure, you agree to follow the security instructions. We may provide you with one or more identification numbers and/or passwords (collectively "Password") to access a Service, a specific security device or other additional security process or specific instructions for using a Service. When a Security Procedure is required to access a Service or authenticate instructions, you agree to appoint an individual ("Administrator") with the authority to determine who will be authorized to use the Services on your behalf. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services. You or your Administrator will designate which accounts will be used for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the Password designated by you or your Administrator for that account and the Service in question. You agree to (a) comply with our instructions and any User Materials that we provide to you; (b) take reasonable steps to safeguard the confidentiality and security of the Password, the Equipment, and any other proprietary property or information we provide to you in connection with the Service; (c) limit access to your security procedure, Password and Equipment to persons who have a need for such access; (d) initiate control practices to regularly monitor employee access to the Service; (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (f) immediately change the Password if you know or suspect that the confidentiality of the Password has been compromised in any way. You acknowledge that the purpose of a security procedure is for verification of authenticity and not for the detection of errors (e.g. duplicate instructions or errors in information you provide to us). We are not obligated to detect errors made by you, even if certain actions are taken from time to time to do so.

You agree to change temporary passwords that we assign to you or your Administrator, the first time you use the Service and whenever anyone who has had access to a Password is no longer employed or authorized by you or your Administrator to use the Service. We may require you to change your Password at any time. We may deny access to the Service without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Service or if we believe such action is necessary for security reasons.

Unauthorized Access. You understand and agree that while we and our service providers have established certain security procedures, such as firewalls and data encryption designed to prevent unauthorized access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You acknowledge that access to Services may not be free from delays, malfunctions, or other inconveniences generally associated with electronic communications. You are responsible for implementing standard precautions to keep your system clean and free from viruses.

Use of Agents/Dual Controls. You assume sole responsibility for any actions performed on your behalf by your agents or contractors. You agree that the Bank has no duty to monitor, detect or report any errors, omissions,

or unlawful activities by your agents or contractors. You agree that we may rely on information and instructions provided to us by your designated agents or contractors. We also suggest that you employ dual levels of approval for all ACH and wire transfer transactions, requiring two individuals to submit transactions to the Bank. If you decide not to use dual levels of approval, you understand that you are not using commercially reasonable security practices to secure your information and transactions.

Retention of Documents. You will be required to store checks and other original items for the period specific in the User Guide for each Service. You agree to store Items in a safe and secure environment for the minimum period after such Item has been processed. You shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original checks, and (b) that the information contained on such original checks or on any corresponding electronic Items are not disclosed to third parties. You will promptly (but in any event within 5 business days) provide any retained original check (or, if the original check is no longer in existence, a sufficiently legible copy of the front and back of the original check) to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item. You will use a commercially reasonable method to destroy original checks after your Retention Period has expired.

Representations and Warranties. In addition to any other representations and warranties in the Service Agreements or in the Bank documents, the Customer represents and warrants to the Bank as follows:

a. the Customer (i) if a corporation, is duly constituted, organized and existing in its jurisdiction of incorporation, and (ii) if a partnership, has been formed and it (and each of its partners) is existing and registered as required under the laws of its jurisdiction of formation; and

b. this Master Agreement entered into by the Customer in favor of the Bank in connection with any Treasury Services or the Customer's relationship or dealings with the Bank, are legal, valid and binding obligations of the Customer, enforceable against the Customer in accordance with their respective terms, except to the extent that such enforceability may be limited by laws affecting the rights of creditors and others generally, and by principles of equity.

Each representation and warranty given by the Customer to the Bank herein shall be true and correct at the time of the Customer's execution of this Master Agreement, shall survive the execution, delivery and acceptance of this Master Agreement by the Customer and the Bank and the completion of all transactions governed by this Master Agreement, and shall remain true and correct, and be deemed to be repeated, on each day that this Master Agreement remains in effect between the Customer and the Bank.

Reliance on Customer Information. The Bank shall be entitled to rely upon all information provided by the Customer is complete, accurate and up-to-date. The Customer shall ensure that all instructions and notices given to the Bank by the Customer are received by the Bank in sufficient time to permit the Bank a reasonable opportunity to act within any reasonable timeframe requested by the Customer. The Customer agrees that in the event the Service(s) is not available and the Customer wishes to direct stop payments to the Bank, the Customer shall notify the Customer’s branch of account and complete any written documentation reasonably requested by the Bank in order to provide such services. The provisions of this Master Agreement shall, in addition to any other documentation requested by the Bank, apply to any such activities conducted through a branch office of the Bank.

Bank Records. The Customer agrees that the records of the Bank shall, in the absence of manifest error or as otherwise agreed by the Bank in writing, be conclusive evidence of the information received by the Bank and the transactions between the Bank and the Customer. The parties agree that computer-generated or electronic records received or created by the Bank in connection with any Service Agreement shall be admissible in a court of law and the Customer waives any defense the Customer may have as to their admissibility.

Training. We will provide to you and/or your staff training for the Services as is agreed upon between the parties.

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Information Processing and Reporting. Our Services require us to receive, process and report information. You will have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. We are not responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us except to the limited extent set forth in this Master Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g. due to the failure of others to provide accurate information or telecommunication failures). You agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g. due to a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and take reasonable steps to resume processing.

Reliance on Third Parties. Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or we determine, in our sole discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors; however we have the right, but not the duty, to approve your use of a third party service providers.

Service Availability and Cutoffs. Our business days are Monday through Friday, excluding legal holidays. Services are subject to processing cutoff hours, which may differ among the Services, and these are detailed in the User Guide for each of the Services. Transactions or other information received after the cutoff hour for the Service or on a non-business day will be deemed received as of the next business day. All cutoff hours are in Eastern Time (ET).

Transaction Limitations. We may from time to time establish transaction limitations for certain Services and assign them to you. If at any time there is an adverse change in your financial condition, you will immediately provide written notice to us. We may require that you provide further financial information acceptable to us and/or we may establish lower transaction limitations for you.

Use of Service. You will use the Services only for your own internal business use in accordance with the terms of this Master Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, time-sharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

Prohibited Transactions. You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations, unless otherwise known and permitted by the Bank, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Master Agreement. You acknowledge and agree that the Bank has

no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Master Agreement; provided, however, that the Bank reserves the right to decline to execute any transaction or activity that the Bank believes violates the terms of this Master Agreement.

Other Customer Requirements.

a. Beneficial Ownership Reporting and Certification. You represent and warrant to the Bank that the beneficial ownership (as that term is defined in the Anti-Money Laundering Act of 2020, Public Law No. 116-283, §6403) of the Customer as identified in the Deposit Account opening process remains true and correct as of the date you enter into this Master Agreement or that you have provided the Bank with written confirmation of the current beneficial ownership information. Further, you represent and warrant that you shall immediately notify the Bank in writing of any changes, and to complete any and all forms request by the Bank, regarding a change in substantial control of the Customer and/or any change of ownership or control of 25% or more of the ownership interest in the Customer.

b. Data Security and Personally Identifiable Information. To the extent that you come into possession, custody or control of any Personally Identifiable Information or other non-public information, including information (1) provided by a consumer to you, (2) resulting from any transaction with the consumer or any service performed for the consumer, or (3) otherwise obtained by you with regard to a consumer, including account information (collectively "PII"), you represent and warrant to the Bank and its vendors that you will protect such PII by rendering it unreadable and inaccessible by persons who do not have legal authority to access such PII.

Force Majeure and Limitation of Liability. The Bank shall not be liable to the Customer or any other party in any way for delay in performance or for the non-performance of any provision in any Service Agreement to the extent that such delay or non-performance is directly or indirectly caused by an event or a series of events beyond the control of the Bank including, without limitation, acts of God and events such as fire, floods, adverse weather or atmospheric conditions or other catastrophes, casualty, accident, war, sabotage, riot, strike, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve, labor difficulties, equipment or access device failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities, delays or failure to act by you or other third parties and their personnel, criminal acts, or generally any cause reasonably beyond the Bank's control.

Without limiting the generality of the foregoing or any other provision of any of the Service Agreements, the Bank shall not be liable to the Customer or any other party in respect of any loss, damage, cost, liability, expense or claim arising in respect or as a result of:

a. any non-payment, late payment or improper payment resulting from inaccurate, incomplete or unauthorized instructions received by the Bank or resulting from unconfirmed instructions; any act, omission, insolvency, fraud, neglect, failure or error of any other financial institution, any postal or courier service, any utility, communications provider, third party network or agent of the Customer or any other person or entity other than the Bank; any delay, lack of availability or system failure arising from any cause beyond the control of the Bank including, without limitation, any hardware or software system, communication system, Internet and/or website availability or access problem or virus;

b. any payment, remittance or transfer processed or not processed in whole or in part by any person or entity other than the Bank;

c. any loss of data or electronic transmission, or of any check, draft, note, bill, order, security, coupon, clearing item or other instrument or any agreement, document or thing not in the Bank's possession and control;

d. any non-receipt or delayed receipt, or receipt with errors or corrupted data, or receipt in a format not acceptable to the Bank, of information or data required to perform any obligation of the Bank or any service to be provided by the Bank;

e. any actions taken by the Bank to freeze or suspend the operation of the Customer's account (or any funds received or held for the benefit of the Customer) due to regulatory requirements or directives or due to suspicions of fraudulent or criminal activity;

f. any unauthorized use of any of the Services or unauthorized disclosure of information of the Customer as a result of any act or omission of the Customer that permitted, caused or facilitated (directly or indirectly) such unauthorized use or disclosure;

g. any non-receipt or delayed receipt, or receipt with errors or corrupted data, or receipt in a format not acceptable to the Bank, of information or data required to perform any obligation of the Bank or any service to be provided by the Bank; or

h. non-compliance by any other financial institution, clearing organization or other person or entity with clearing or other rules applicable thereto;

Under no circumstance shall the Bank be responsible or liable to you or to any other party for indirect, special, consequential, punitive or incidental damages (including without limitation loss of profit), arising out of the use by you of any Service regardless of whether the Bank has been advised of the possibility of such damages.

This paragraph shall survive termination of any Service Agreement, and is in addition to, not in substitution for, and not limited by, the provisions of any other agreement between the Customer and the Bank.

Compliance with Law. You shall comply with all laws, rules, and regulations applicable to you, to the business and operation of your business, and to the Services. You shall have the responsibility to fulfill any compliance requirement or obligation that we and/or you may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT ACT and any regulations of the U.S. Department of the Treasury to implement such Acts, the Uniform Commercial Code and any rules established for the electronic movement of funds and payments, including but not limited to Federal Reserve Regulations E, J and CC and the Operating Rules of Nacha, the Electronic Payments Association, which are incorporated here by reference. Copies of the Federal Reserve regulations may be found on www.federalreserve.gov. A copy of the Nacha Operating Rules may be found at www.nacha.org.

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You agree that you shall not (and you shall have appropriate procedures and monitoring in place to assure that your employees and agents do not) use our Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening.

Claim of Loss/Duty to Review. You agree to cooperate with us in the investigation of any loss claims due to forgery, alteration, or unauthorized withdrawal. You will provide us with an affidavit containing information about the transaction and the circumstances surrounding the loss. You agree that we may take a reasonable period of time to investigate your claim. Our maximum liability is the lesser of your actual damages proved, or the amount of the transaction reduced by an amount which could not have been realized by the use of ordinary care. In no event will we be liable for special or consequential damages or for attorneys' fees you incur. You agree to review, regularly and promptly, all reports, transfer instructions, adjustments, charges, entries and other transactions. You shall immediately or, in any event, thirty (30) calendar days following the date that we first mail or otherwise make available to you notification of the transaction ("Notice Period"), notify us of any error or discrepancy between your records and any notice or statement from us, or any transaction or transfer you believe was not

authorized. You agree to notify us immediately of any claim you have or any claim that is made to you by a third party, of any acts or omissions on our part relating to any Service that has caused you or the third party damage. If we make an error, upon written notice of the error, we will, to the extent reasonably possible, correct the error promptly. If you fail to notify us of such discovery within the Notice Period, in the event of an erroneous wire transfer or ACH transaction, you will be liable for all losses (including any loss of interest) up to the amount of the transaction, which result from your failure to give us notice or which might have been prevented by giving us notice and, in the event of an unauthorized transaction, we will not be liable for any loss of interest which results from your failure to give us notice or which might have been prevented by giving such notice. Unless otherwise provided in these terms and conditions, if you fail to notify us of any error or discrepancy within 30 calendar days following the day we first mailed or otherwise made notice available to you, you are precluded from asserting such claim and waive the right to do so.

Arbitration. YOU AND THE BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND THE BANK, OR BETWEEN YOU AND ANY OF THE BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIAL ARBITRATION RULES, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARITES; PROVIDED, HOWEVER, THAT TO THE EXTENT THE ARBITRATION RULES CONTAIN PROVISIONS REGARDING THE USE OF ANY CONSUMER ARBITRATION RULES, THE FORUM OF ANY SUCH ARBITRATION, THE ALLOCATION OF FEES FOR ANY SUCH ARBITRATION AND/OR ANY OTHER PROVISIONS CONTRARY TO THIS MASTER AGREEMENT, THOSE RULES ARE DELETED AND/OR EXPRESSLY SUPERSEDED BY THIS MASTER AGREEMENT. TO THE EXTENT ANY AMBIGUITY EXISTS BETWEEN THE ARBITRATION RULES AND THIS MASTER AGREEMENT, THIS MASTER AGREEMENT SHALLL CONTROL. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECSION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS MASTER AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND FINANCIAL INSTITUTION. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT. ANY ARBITRATION TAKING PLACE UNDER THIS MASTER AGREEMENT SHALL BE CONDUCTED IN VIRGINIA, OR SUCH OTHER LOCATION AGREED UPON IN WRITING BY THE PARTIES.

Right to Audit. You agree that upon prior notice to you, the Bank, its auditors and/or its examiners may enter the Customer's premises for the purpose of viewing the processing operations covered under this Master Agreement, ensuring that security procedures are in effect, and examining documents related to the Services performed under this Master Agreement. We also have the right to audit any third party service providers that you engage to perform the Services under this Master Agreement.

Modifications and Amendments. The Bank may, at any time and from time to time, by not less than thirty (30) days written notice sent to the Customer, amend, modify or change any term or provision contained in this Master Agreement or in any Service Agreement. Any such amendment, modification or change shall be effective as of the date specified in such notice. If the Customer continues to hold or make use of any account or service to which such notice relates after the effective date of any such amendment, modification or change, the Customer shall be deemed to have accepted such amendment, modification or change as of such date. And If the Customer expressly rejects any such amendment, modification or change, the Bank may, at its option, immediately, terminate any Service Agreement to which the amendment, modification or change relates. Except as otherwise set forth in this Master Agreement or in any Service Agreement, no modification, amendment or supplement to any Service Agreement shall be binding upon the Bank unless made in writing and executed and delivered by a duly authorized officer or officers of the Bank. Nothing in this Master Agreement shall prevent the Bank from immediately modifying Services or procedures in the event that the Customer or the Bank experiences a security breach or other unexpected loss of data.

Service Amendments. We may add, delete or change the features or functions of the Services, at any time in our sole discretion. If we deem it reasonably practicable to do so and if the change adversely affects your usage of the Services, we will notify you of the change in advance. Otherwise, we will notify you of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically.

Failure of Other Companies. You agree, and we disclaim responsibility and liability (to the maximum extent permitted by law) for any delays, disruptions or failures of service providers other than us. These services may include, but not be limited to, originators of payments due you, recipients of payments you make, and companies that provide processing services (for example, internet service providers).

Customer Indemnification. You will indemnify and hold us harmless, our licensors and providers of Services, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, costs, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) the wrongful acts or omissions of you, or any person acting on your behalf, in connection with your use of Service(s) under this Master Agreement, including without limitation (a) the breach by you of any provision, representation or warranty of this Master Agreement, (b) the negligence or willful misconduct (whether by act or omission) of you or your customers or any third party on behalf of you (c) any misuse of the Service(s) by you, or any third party within the control or on behalf of you, (d) the failure by you to comply with applicable state and federal laws, regulations and rules, or (e) any fine, penalty or sanction imposed on us by any clearing house, or any governmental entity, arising out of or connected with any Item (or any Image Exchange Item) processed by us for you or at your instruction; (ii) any act or omission of us that is in accordance with this Master Agreement or instructions from you, (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of any data to us; (iv) any loss or corruption of data in transit from you; (v) any claim by any recipient of a Substitute Check corresponding to an Item processed by you under this Master Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the original check; or (vi) any claims, loss or damage resulting from your breach of, or failure to perform in accordance with, the terms of this Master Agreement.

Disclaimer. BANK'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND CUSTOMER'S RIGHTS AND REMEDIES, SET FORTH IN THIS MASTER AGREEMENT ARE EXCLUSIVE. BANK AND LICENSORS AND THEIR RESPECTIVE OWNERS, OFFICERS AND EMPLOYEES FOR ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL DOCUMENTS, SERVICES, INFORMATION, ASSISTANCE, SOFTWARE PRODUCTS, OR OTHER MATTERS PROVIDED UNDER THIS MASTER AGREEMENT, INCLUDING WITHOUT LIMITATION (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC USE, PURPOSE OR APPLICATION, OR

OTHER IMPLIED CONTRACTUAL WARRANTY; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (iii) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND (iv) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR THAT ITS OPERATION WILL BE UNINTERRUPTED.

DEFAULT. Each of the following events shall constitute an event of default under each Service Agreement (each an "Event of Default"):

a. if the Customer fails to pay when due any amount payable under, fails to satisfy any condition required to be satisfied by the Customer under, or fails to observe or perform any agreement, provision, covenant or obligation to be observed or performed by the Customer under or in respect of, any Service Agreement or any other Agreement;

b. if any representation or warranty made or deemed to be made by the Customer in any Service Agreement or any other Agreement, or any certificate or statement of fact made by the Customer or any officer or other representative of the Customer to the Bank, shall prove to have been incorrect or misleading on or as of the date made in any respect considered material by the Bank;

c. if the Customer is or becomes insolvent or bankrupt or any substantial assets of the Customer are seized or otherwise attached pursuant to legal process or other means, or any step or proceeding is taken by or against the Customer under or in respect of, or any resolution is passed by the directors, partners or members of the Customer in respect of, any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights against the Customer or any dissolution, liquidation or winding up of the Customer;

d. if one or more judgments, decrees or orders shall be rendered against the Customer for the payment of money and any of such judgments, decrees or orders would, in the opinion of the Bank, have a material adverse effect and shall continue unsatisfied and in effect for a period of more than ten (10) business days without being vacated, discharged, satisfied or stayed pending appeal; or

e. If any provision of any Service Agreement or any other Agreement considered material by the Bank is held by a court of competent jurisdiction to be unenforceable or if the Customer alleges that any such provision is unenforceable.

Termination and Remedies. Upon the occurrence and during the continuance of any Event of Default, or in order to comply with applicable Rules and laws, the Bank may, at its option, immediately terminate the Service Agreements (or any one or more of them), without any notice or other action on the part of the Bank. Subject to the foregoing sentence and the provisions of any Service Agreement (including without limitation the provisions of any Service Agreement that deal with fees in respect of any termination), the Bank or the Customer may terminate any Service Agreement upon not less than thirty (30) days prior written notice to the other. Upon any termination any and all obligations of the Bank and the Customer under the Service Agreement so terminated shall cease forthwith (other than any obligation set forth therein which by its terms is to survive any such termination), and any software or other licenses, leases and agreements granted or made by the Bank to the Customer in connection with such Service Agreement shall also terminate. The Customer shall, immediately following any such termination, return to the Bank all equipment, security devices, software, manuals, passwords, confidential information of the Bank and other documentation, chattels and materials provided to the Customer by the Bank in connection with the Service Agreement, together with all copies thereof in the possession or under the control of the Customer.

Without limiting or restricting in any way any term or provision contained in any of the Service Agreements, no remedy, right or benefit conferred herein or therein is intended to be exclusive of any other remedy, right or benefit, but each and every remedy, right and benefit shall be cumulative and shall be in addition to every other remedy, right or benefit given hereunder or there under or now existing or which may hereafter exist by any Applicable Law.

CHANGES TO LAW OR REGULATION. It is expressly understood that changes in the performance of either party's obligations under any of the Service Agreements to the extent necessitated by a change in, or in interpretation of, any Applicable Law will not constitute a breach of any such Service Agreements.

MISCELLANEOUS.

a. *Entire Agreement*. This Treasury Services Master Agreement together with the Service Agreements, and any agreement governing Business Account Terms and Conditions executed by the Customer, constitute the entire agreement between the Customer and the Bank pertaining to the Services and supersede all prior agreements, understandings, negotiations and discussions pertaining to the respective Services, whether oral or written. There are no conditions, warranties, representations or other agreements between the Bank and the Customer in connection with the Services (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Master Agreement, any Service Agreement and any account executed by the Customer.

b. *Counterparts.* This Master Agreement and any Service Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which when taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form, or with assent to the terms and conditions contained in electronic mail, or in such other form as the Bank may accept, and the parties may adopt any such signatures as original signatures of such parties.

c. *Severability*. Notwithstanding any provision of any Service Agreement, in its dealings with the Customer, the Bank may comply with any Applicable Law and with all rules, regulations, guidelines and procedures of all payment and other organizations and associations affecting such dealings. Nothing in any Service Agreement shall be construed as requiring any non-compliance with any of the foregoing. Any provision contained in any Service Agreement which is illegal, invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and will be severed from the balance of such Service Agreement in respect of that jurisdiction, all without affecting the remaining provisions of such Service Agreement or the validity or enforceability of such provision in any other jurisdiction.

d. *Further Assurances*. The Customer hereby agrees to perform any act and execute and deliver any document, agreement or instrument now or hereafter required by the Bank to carry out the terms contained in this Master Agreement or in any Service Agreement in accordance with the true intent and meaning hereunder or there under, as the case may be, or otherwise reasonably required by the Bank in respect of any Service Agreement.

e. *Interpretation*. No part of any Service Agreement shall be interpreted against the Bank on the grounds that particular language was drafted by or on behalf of the Bank. Headings contained in this Master Agreement or any Service Agreement are for convenience only, and shall not affect the meaning or construction of any of the provisions hereof.

f. *Notices*. All notices, documents or other communications required or permitted by any Service Agreement to be given to the Bank or the Customer, as the case may be, shall be in writing and sufficiently given if delivered personally (including delivery by courier), or sent by prepaid registered or

certified mail (return receipt requested), or transmitted by telecopy or by secure internet service or electronic mail, to such party at the address set out on the signature page of this Master Agreement.

g. *Waiver*. A waiver by the Bank of any breach of, Event of Default or non-compliance under any Service Agreement is not effective unless in writing and signed by the Bank. No waiver by the Bank will be inferred from or implied by any failure on the part of the Bank to act, or any delay in acting, in respect of any breach, Event of Default or non-compliance or by anything done or omitted to be done by the Customer. Any waiver in writing by the Bank of any breach, Event of Default or non-compliance under any Service Agreement will not operate as a waiver of the rights of the Bank under any such Service Agreement in respect of any other, continuing or subsequent breach, Event of Default or non-compliance (whether of the same or any other nature) by the Customer.

h. *Non-Assignability; Binding Effect*. This Master Agreement and any of the Services, and the rights, benefits, interests and obligations there under, shall not be transferred or assigned by the Customer, directly or indirectly, either voluntarily or by operation of law, without the prior written consent of the Bank. No consent by the Bank to any such assignment or transfer shall have the effect of releasing the Customer from its obligations under any such Service Agreement unless the Customer obtains a release in writing from the Bank. The Bank may, at its option, assign or transfer this Master Agreement and the performance of any of the Services and any of its rights and remedies there under.

i. Each of the Service Agreements shall ensure to the benefit of and be binding upon the Bank and the Customer and their respective successors and permitted assigns.

j. *Time of Essence*. Time shall be of the essence of each of the Service Agreements.

k. *Choice of Law*. Each of the Service Agreements shall be construed in accordance with and be governed by the laws of the Commonwealth of Virginia.

GLOSSARY OF TERMS

Acceptable Payee: A payee designated by you as acceptable when processing your lockbox payments.

ACH: Automated Clearing House refers to any organization that processes electronic payments under the Nacha Rules.

ACH Debit/Credit Entries: Any entries created for processing electronically through the Automated Clearing House network(s).

Administrator: An individual appointed by an authorized signer on the account(s) that will be responsible for the maintenance, user authorization and oversight of the Services provided to you.

Agreement: Includes the Treasury Services Agreement, the Deposit Account Agreement, the Business Online Banking Agreement if applicable, User Guides and Pricing Sheets and, all service terms and conditions.

Available Balance: Includes previous day ledger balance, minus float, minus any memo posted debits, plus any memo posted credits. Does not reflect all transactions presented against account at that moment in time or for the posting date.

Beneficiary: Entity to which a wire transfer is to be credited.

Business Day: Any day that Primis Bank is open for business, usually Monday through Friday, excluding Federal Holidays and weekends.

Concentration Account: Any account in a hierarchical relationship that is designated as the account from which funds will be taken.

Cut-Off Time: The time by which transactions must be completed on each business day; cut-off times may vary by process or product.

Designated Address: The address to which all lockbox payments must be mailed as specified by us.

Effective Date: Date on which a transaction is to be settled.

Electronic Items: A digitized image of a check, an Image Exchange Item, or any other electronic version of a check or other electronic item (such as items processable through the Automated Clearing House system).

Endpoint: Any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Electronic Items or Substitute Checks.

Entries: ACH entries that you originate.

Equipment: Any or all software and/or equipment that is provided to you by Primis Bank or required by Primis Bank furnished and maintained by you.

Exceptions List: A listing of all unmatched check transactions as of the end of the prior processing day.

Excess Amount: Any amount in excess of a specified target balance.

Image Exchange: The process of exchanging images through a network of member institutions that have agreed to accept electronic images of checks. Image Exchange Items are items processed through the Image Exchange.

Image Replacement Document (IRD): A paper check that has been converted into an electronic image.

Item: A draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to Customer, and includes Original Checks and Substitute Checks. Such term does not include Non-cash Items or Items payable in a medium other than United States money.

Nacha: National Automated Clearing House Association is a national organization that governs electronic payments processed in the United States.

NOC: Notification of Change is an electronic notice received from an RDFI indicating that the information on a received ACH transaction is not valid and needs to be corrected.

Notice Period: Thirty days from the date of a transaction notification to you from us.

ODFI: Originating Depository Financial Institution that creates the transaction to be processed through the ACH on your behalf.

On-Us Entry: Any item that is drawn on a Primis Bank account.

Originator: Company that initiates the original ACH payment entry.

Password: Includes all access requirements for Services, including User IDs, Passwords and Security devices.

Payor Financial Institution: The financial institution that a check or other negotiable instrument is drawn on.

RDFI: Receiving Depository Financial Institution that receives the ACH transaction you requested and was sent by your ODFI.

Receiver: Entity to which an ACH transaction is to be credited.

Retention Period: Period of time required for retention of designated Items.

Rules: The rules established and amended from time to time by Nacha to govern the processing of electronic payments.

Security Procedures: Any and all security related instructions, guidelines or processes provided in the Master Agreement or any Service Agreement.

Service(s): Any Cash Management/Treasury Service described or covered by this Master Agreement or those we later make available to you.

Service Application: The Cash Management/Treasury Service Application for each Service you wish to request. It contains your instructions to us on how the Service is to be implemented.

Subsidiary Account: Any account in a hierarchical account relationship that is designated to receive funds from another account automatically.

Substitute Check: An image replacement document (IRD) in the format described in the Check 21 legislation, of a check issued by you or another party that has been converted into an image of the original item.

Target Balance: A balance set by the customer that establishes the minimum amount of funds to maintain in the account designated. This is used by the ZBA, Line of Credit Sweep, Insured Cash Sweep and Investment Sweep Services.

User Materials: Any or all written documents provided to you for the sole use of the Services, including but not limited to User Guides, quick reference cards, instructions, help content and correspondence.

Authorization and Signatures for Treasury Services Master Agreement

The undersigned is an authorized representative of the business/organization named below ("Customer"). The Customer has received Primis Bank's Treasury Services Master Agreement, certain Service Agreements and applicable User Guides, pricing information and other material related to Primis Bank's Treasury Services.

Upon execution of this authorization, the Customer may from time to time request that the Bank provide any or all of the Treasury Services offered by Primis Bank. Such requests to add or delete services must be submitted in writing by mail or electronic delivery. The Customer may commence using the Service(s) as soon as Primis Bank approves the request and Primis Bank (or Customer, as applicable) provides equipment (if required) and training in the use of the Service.

The Customer warrants, by its authorized signature below, that it has taken all action required by its organization or constituent documents to authorize the undersigned to execute and deliver on behalf of the Customer this Authorization and Service Agreement form and any other documents Primis Bank may require with respect to this Service Agreement and any Service. The undersigned is authorized to enter into all transactions contemplated by this Service Agreement, including but not limited to giving Primis Bank instructions with regard to any of the Services described in the Service Agreement and designating employees or other agents to act in the name and on behalf of the Customer.

The undersigned certifies that each signature for the Customer is the true signature of the person authorized to execute the form on behalf of the Customer, and further certifies that he or she has full authority to execute this Service Agreement. Primis Bank is authorized to rely on this certification until the Customer duly delivers written notice of its revocation to Primis Bank.

If the Customer is	**who must sign**
Corporation	any authorized officer*
Limited Liability Company	all members/any authorized officer*
Partnership (general or limited)	any general partner
Limited Liability Partnership	the managing partner
Sole Proprietorship	the sole proprietor
Governmental entity	the Treasurer*

*Includes any individual authorized under the Customer's charter, resolution or other authorizing documents who is also an authorized signer on the Account(s).

CUSTOMER:	**PRIMIS BANK**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date: